IDAHO FALLS



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Thursday

April 11, 2024

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Michelle Ziel-Dingman
Council Seat 1

Jim Francis
Council Seat 4

Kirk Larsen
Council Seat 3

Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

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

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, April 11, 2024 **7:30 PM** **City Council Chambers**

City Council Agenda:

1. Call to Order.

2. Pledge of Allegiance.

3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

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

A. Idaho Falls Power

1) Purchase and Sale Agreement with Andco Leasing LC **24-194**

Attachments: 2024 0318 Purchase - Sale Agreement Andco Leasing executed.pdf

B. Office of the City Clerk

1) Minutes from Council Meetings **24-190**

Attachments: 2024 0328 City Council Meeting - Unapproved

2) License Applications, all carrying the required approvals

Action Item:

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.

A. Idaho Falls Power

1) IFP 24-20 Rack Substation and Lower Plant Decorative Wall **24-195**

IFP solicited bids for an eight (8) foot decorative, concrete wall with iron gates for the Lower Power Plant. The engineer's estimated cost was $72,225. IFP received one bid from the Castle Facility Group of Meridian, MS for $498,004. IFP recommends rejecting the bid and authorizing staff to procure the goods and services on the open market in accordance with Idaho Code § 67-2805(1)(e).

Action Item:
Reject the bid received from Castle Construction for Project No. IFP 24-20, that Council finds that it is

impractical or impossible to obtain three (3) bids for the decorative wall project and direct the Mayor and City Staff to acquire the work on the open market from a qualified public works contractor (or take other action deemed appropriate).

Attachments: Castle bid

B. Municipal Services

1) Addition to Public Works Fleet - One 2024 Chevrolet 3500 HD Silverado **24-200**

This request is for an advanced purchase of a Public Works, Water division vehicle to replace a pool vehicle the department has been renting for several years. This request was scheduled to come in FY24-25. However, the request to purchase this new fleet vehicle is being made early to take advantage of the vehicle's immediate availability, thus avoiding what has commonly become a year-long wait for service vehicles to be ordered and placed into inventory.

Action Item:
Accept and approve the purchase of one 2024 Chevrolet 3500 HD Silverado from the State of Idaho purchasing contract SBPO18200325, from Smith Chevrolet for a total of $48,110.00 (or take other action deemed appropriate).

Attachments: Addition to Public Works Fleet - 3500 HD Silverado

C. Parks & Recreation

1) Approval of Playground Equipment for Parks and Recreation **24-196**

Great Western is a division of GameTime, a Playcore Company and a member of the OMNIA Partners purchasing cooperative contract 4003751. The total price for the playground equipment for 20th Street Park, is $56,820.77 and $89,935.44 for the South Capital Park. The Parks and Recreation Department conducted an online survey asking for the public's help in picking the next playground designs for Idaho Falls. More than 950 individuals from within the community contributed to the survey and these two playgrounds were the incontestable top choices.

Action Item:
Accept and approve the quotes to purchase playground equipment from Great Western Recreation for a total of $146,756.21 (or take other action deemed appropriate).

Attachments: Great Western - 20th St. Park Playground Option 1 Proposal
Great Western - Capital Park Playground Option 1 Proposal

D. Public Works

1) 1635 1st Street Right-of-Way Plat **24-197**

Attached for your consideration is a Right-of-Way Plat for the northern portion of 1635 1st Street. The purpose of the plat is to transfer that portion of 1st Street shown in the plat as public right-of-way.

Action Item:

Accept the Right-of-Way Plat for 1635 1st Street and give authorization for Mayor and city staff to sign the document (or take other action deemed appropriate).

Attachments: 1635 1st Street Right-of-Way Plat

2) Development Agreement for City of Ammon, Riviera Park Subdivision **24-198**

Riviera Park Subdivision is a development within the City of Ammon adjacent to 25th East (Hitt Road) and north of Lincoln Road. The Agreement identifies developer responsibilities including the design and construction of road improvements for 25th East (Hitt Road). Specific requirements are covered within Exhibit B, Special Conditions of the Agreement.

Action Item:
Approve the Riviera Park Subdivision Development Agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Attachments: Riviera Park Subdivision Dev Agreement 4.2.24

3) Professional Services Agreement with Atlas Technical Consultants, LLC., for Construction Engineering and Inspection for the Meppen Canal Trail Project **24-199**

The purpose of this Agreement is to establish a contract to provide construction engineering and inspection assistance for the Meppen Canal Trail project.

Action Item:
Approve the Professional Services Agreement with Atlas Technical Consultants, LLC., and authorize the Mayor and City Clerk to execute the document (or take other action deemed appropriate).

Attachments: 23696 - Local Professional Services_Atlas Signed

E. Community Development Services

1) Resolution approving the Eligibility Report for the Snake River West Urban Renewal District **24-188**

Attached is a resolution approving the Eligibility Report for the Snake River West 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 15, 2024 and approved the document. It is now being presented for Council approval.

Action Item:
Approve the Resolution approving the Eligibility Report for the Snake River West 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 Snake River West Eligibility Report
Agency Resolution Snake River West Eligibility Report
Snake River West Eligibility Study.pdf

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Action Sports Addition Division No. 2. **24-189**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Action Sports Addition Division No. 2. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item:
1. Approve the Development Agreement for the Final Plat for Action Sports Addition Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Action Sports Addition Division No. 2 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 Action Sports Addition Division No. 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

3) Quasi-judicial Public Hearing-Rezone from I&M, Industrial and Manufacturing to HC, Highway Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 3.671 acres, Part of the Southeast ¼ of Section 24 and the Northeast ¼ of Section 25, Township 2 North, Range 37 East **24-191**

Attached is the application for Rezoning from I&M to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.671 acres, Part of the Southeast ¼ of Section 24 and the Northeast ¼ of Section 25, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its March 5, 2024, meeting and unanimously voted to recommend approval of the zone change from I&M to HC to the Mayor and City Council as presented.

Action Item:
1. Approve the Ordinance Rezoning approximately 3.671 acres, Part of the Southeast ¼ of Section 24

and the Northeast ¼ of Section 25, Township 2 North, Range 37 East from I&M, Industrial to HC, Highway Commercial, under 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 Rezone from I&M to HC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Comp Plan Map
Airport Land Use Map
Industrial Use Table
Staff Report
Commercial Use Table
PC Minutes
Ordinance
Reasoned Statement
Neighborhood Meeting Packet

4) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. **24-192**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. On March 5, 2024, the Planning Commission unanimously voted to recommend approval of the annexation with initial zoning of CC with the Controlled Development Airport Overlay Zone to the Mayor and City Council as presented.

Action Item:

1. Approve the Ordinance annexing approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

5) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. **24-193**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its March 5, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of CC with the Controlled Development Airport Overlay Zone as presented.

Action Item:

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

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

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

6) Cityworks Software and Building Permit Review Process Presentation **24-202**

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-194 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, April 2, 2024
DEPARTMENT: Idaho Falls Power

Subject
Purchase and Sale Agreement with Andco Leasing LC

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Ratify the Purchase and Sale Agreement with Andco Leasing, LLC, dba Andco Leasing LC for a utility easement for the Peaking Plant for a total amount of $75,000 (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power and Andco Leasing LC have agreed on a fifteen (15) foot utility easement for a gas, fiber and power line.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports the well-planned growth and development to ensure reliable and affordable electric service. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination
The Legal Department and Idaho Falls Power.

Fiscal Impact
This purchase is in the 2023/2024 CIP budget.

Legal Review
The Legal Department agrees this action is appropriate.

PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO, AND ANDCO LC

THIS EASEMENT PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND ANDCO Leasing ("Agreement"), is made this 18th day of March, 2024, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY"), and ANDCO LEASING, LLC , a Delaware limited liability company, dba ANDCO LEASING LC, whose address is 6300 S. 45th West, Idaho Falls, Idaho 83402 (hereinafter "SELLER").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. SALE: SELLER hereby agrees to sell to CITY a grant of a fifteen (15) foot utility easement, located in Bonneville County, Idaho (the "Easement") and more particularly described in Exhibits "A1" and "B1" attached hereto and, by reference, incorporated into this Agreement as if fully set out herein.

2. PURCHASE PRICE. CITY agrees to buy the Easement and to pay SELLER the sum of Seventy-Five Thousand Seven Dollars ($75,000). The total purchase price shall be payable as follows:

   a. At Closing. The sum of Seventy-Five Thousand Seven Dollars ($75,000) shall be paid by CITY to SELLER at Closing. There shall be no interest charged on the unpaid balance of the purchase price from the date of the execution of this Agreement to the date of closing.

3. CLOSING. Closing shall occur within (60) days after the execution of this Agreement, at a time and place agreeable to all parties.

   CITY and SELLER shall deposit with the Closing Agent all instructions, information, funds, and instruments necessary to complete the sale. Brokerage or agent's commission, if any, shall be paid by CITY.

4. TITLE OF SELLER. The Easement shall be conveyed to CITY by a Grant of Easement in substantially the same form as Exhibits "A1" and "B1" attached hereto.

   In the event the Easement is conveyed subject to encumbrances, SELLER shall fully, faithfully, and timely perform all terms, conditions and covenants associated with such encumbrances and shall indemnify, defend, and hold the CITY harmless therefrom. All covenants, conditions, representations, and warranties set forth in this Agreement shall survive the closing of this transaction and delivery of the easement.

5. TITLE INSURANCE. No title insurance shall be provided by SELLER. In the event that CITY desires title insurance, CITY may purchase such title insurance at its own cost and expense.

6. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, CITY accepts the EASEMENT in an "AS IS" condition, and is purchasing the EASEMENT upon its own examination and judgment, and not by reason of any representation made by SELLER, or SELLER's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.

7. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.

8. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder.

9. EXECUTION OF OTHER DOCUMENTS. The Parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement as long as such are consistent with Idaho Code.

10. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

11. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

12. BINDING EFFECT. This Agreement shall inure to and be binding upon the Parties hereto and their heirs, personal representatives, successors, and assignees.

13. ATTORNEY FEES. In the event either Party defaults in the performance of the terms and conditions set forth herein, the defaulting Party agrees to pay the reasonable attorney's fees and costs incurred by the prevailing Party in enforcing the terms and conditions hereof.

14. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire Agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties with respect to the purchase and sale of the Easement described above, if any, whether verbal or written.

15. EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

16. APPROVAL BY CITY COUNCIL. The Parties agree that this Agreement must be presented to and approved by the Council of the City of Idaho Falls, Idaho, in order to become effective.

CITY OF IDAHO FALLS

By: _____
Bear Prairie, ~~General Manager~~

SELLER

By: _____
Jason H. Andrus (Executive Vice President)

STATE OF IDAHO)

) ss.

County of Bonneville)

On the 18 day of MARCH, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Bear Prairie, known to me to be the General Manager of Idaho Falls Power, a 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 Idaho Falls Power.

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

LINDA LUNDQUIST NOTARY PUBLIC Comm. No. 2018-1436 STATE OF IDAHO

(Seal)

Notary Public for State of Idaho
Residing at: Idaho Falls
My Commission Expires: 7-25-2024

STATE OF IDAHO)

) ss.

County of Bonneville)

On the 18 day of MARCH, 2024, before me, the undersigned, a notary public in and for said State, personally appeared Jason Andrus, known or identified to me to be the person whose name is subscribed to the within instrument.

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

(Seal)

Notary Public for State of Idaho
Residing at: Bonneville County ID
My Commission Expires: 5/2/2028

STATE OF IDAHO)

) ss.

County of Bonneville)

TRENT J. BELNAP
COMMISSION NO. 67645
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/02/2028

EXHIBIT A1

GRANT OF EASEMENT
WITH WARRANTY

THIS INDENTURE, made this _____ day of _____ , 20___ , between ANDCO LEASING, LLC , a Delaware limited liability company, dba ANDCO LEASING LC hereinafter referred to as "GRANTOR", and the 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 "GRANTEE".

WITNESSETH

For and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain and convey unto GRANTEE, and its successors and assigns, an irrevocable non-exclusive permanent power line and fiber optic cable easement over, across and under the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

See Attached "Exhibit A", hereinafter referred to as the "Easement Area", and depicted on "Exhibit B"

This easement may be used for the construction, maintenance, and repair of any power line and fiber optic cable equipment and appurtenant improvements placed on the Easement Area hereunder, and GRANTEE shall have the right, to remove, cut, trim any trees, brush, ornamental shrubbery or plants, or other obstructions on or overhanging said Easement Area which may injure or interfere with the use thereof by GRANTEE for such purposes. Such right may be exercised without prior notice to GRANTOR or its heirs, successors or assigns.

GRANTOR 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 the easement.

GRANTOR or its heirs, successors or assigns further agree that they shall construct no permanent structures upon the Easement Area, including but not limited to buildings constructed on permanent foundations, light posts, sign posts or other structures which are not readily movable with nominal expense.

GRANTOR or its heirs, successors or assigns hereby releases GRANTEE from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by GRANTOR or its heirs, successors, or assigns within the Easement Area, subsequent to recording this Grant of Easement, that may be incurred as a result of GRANTEE's ordinary use of the Easement Area with due care.

GRANTOR and its heirs, successors or assigns do hereby warrant and shall defend the premises in the quiet and peaceful possession of GRANTEE and GRANTEE's successors and assigns, against the GRANTOR and its heirs, successors, and assigns, and against every person whomsoever who lawfully holds or later claims to hold rights in said estate as of the date hereof.

To have and to hold unto GRANTEE and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its hand and seal on this day and year first above written.

ANDCO LEASING, LLC, dba ANDCO LEASING LC (GRANTOR)

Jason H. Andrus
Executive Vice President

STATE OF IDAHO)
) ss:
County of BONNEVILLE)

On this 18 day of MARCH, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Jason H. Andrus, known or identified to me to be the Executive Vice President of ANDCO LEASING LLC, dba ANDCO LEASING LC, a limited liability company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said limited liability company.

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

Notary Public of Idaho
Residing at: Bonneville, CO, ID
My Commission Expires: 5/2/2028

(Seal)

TRENT J. BELNAP
COMMISSION NO. 67645
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/02/2028

EXHIBIT "A"

A parcel of land lying in a portion of the Southeast ¼ of Section 4, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the East ¼ corner of said Section 4, and running THENCE S 00°06'43" W 38.27 feet along the east line of said Section 4; THENCE N 89°50'38" W 84.00 feet to a point on the west line of warranty deed, instrument number 1753885, as filed in the Office of the Recorder for Bonneville County, Idaho, said point being the **TRUE POINT OF BEGINNING**, and running THENCE S 00°06'43" W 15.00 feet along said west line; THENCE N 89°50'38" W 1083.02 feet parallel the north line of said Southeast ¼ to a point on the east line of warranty deed, instrument number 1707767, as filed in the Office of the Recorder for Bonneville County, Idaho; THENCE N 00°15'17" W 15.00 feet along said east line; THENCE S 89°50'38" E 1083.11 feet parallel said north line to the **TRUE POINT OF BEGINNING**.

The basis of bearings for this description relates directly to the "City of Idaho Falls Coordinate System of 2004". Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion, (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.

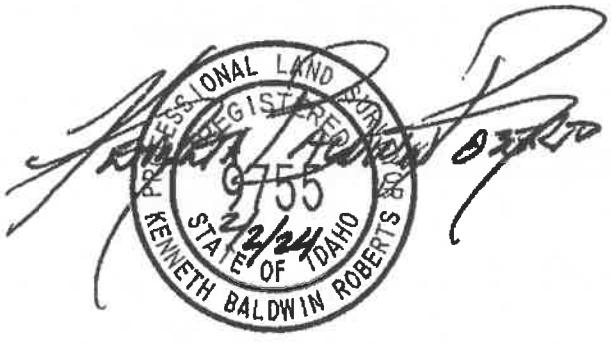
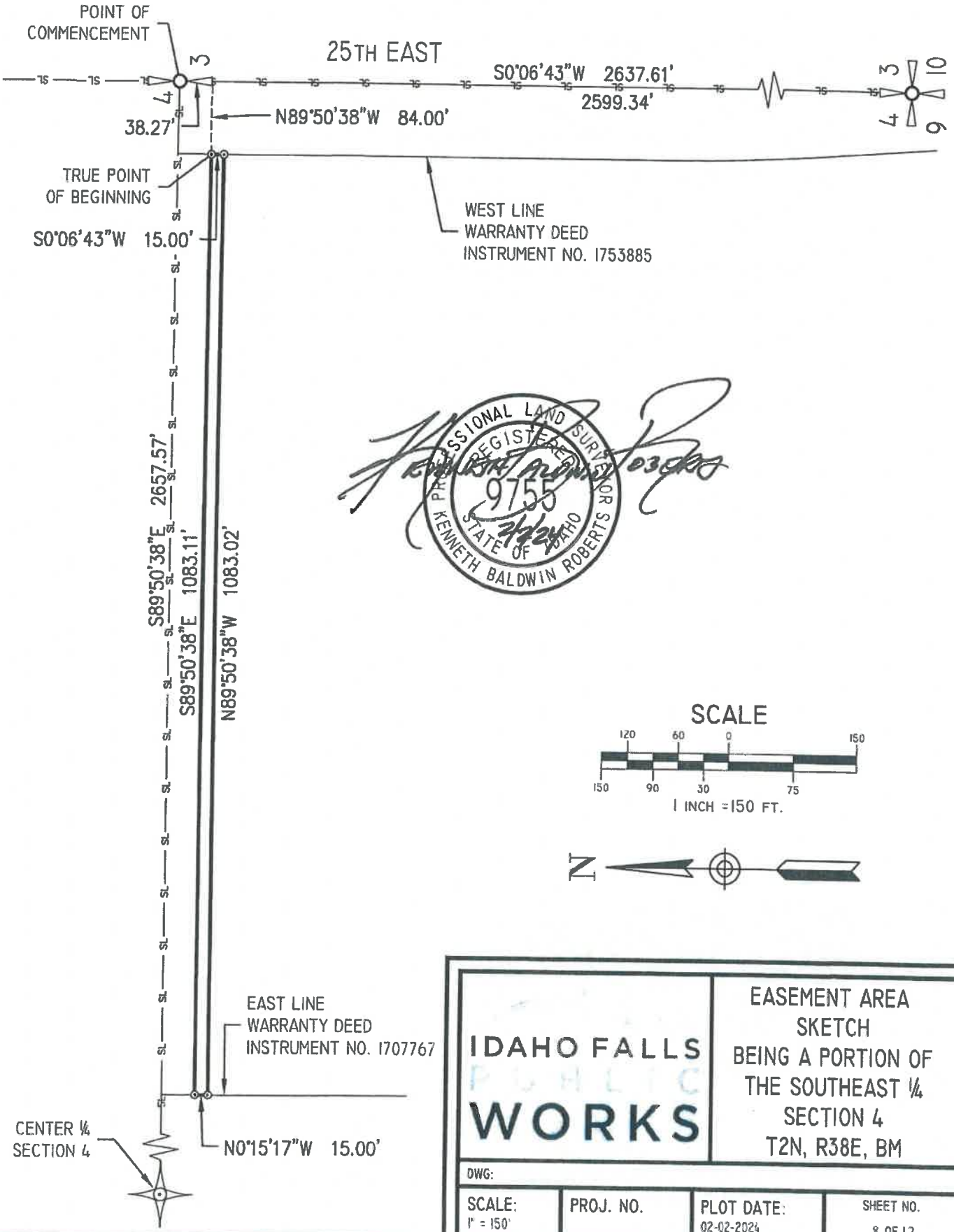


Exhibit "A" Pages: 1 of 1
Total Pages: _____ of _____

E:\6-SURVEY BY DEPARTMENT\ELE\T2N38\04\PLT-4\Andco Power Easement\EXHIBIT A.docx

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
REGISTERED
9755
STATE OF IDAHO
KENNETH BALDWIN ROBERTS
2/2/24

SCALE

120 60 0 150

150 90 30 75

1 INCH = 150 FT.

N

IDAHO FALLS PUBLIC WORKS

EASEMENT AREA SKETCH
BEING A PORTION OF THE SOUTHEAST 1/4
SECTION 4
T2N, R38E, BM

DWG:			
SCALE: 1" = 150'	PROJ. NO.	PLOT DATE: 02-02-2024	SHEET NO. 8 OF 12

E:\6-SURVEY BY DEPARTMENT\ELEXT2N38\041\PLT-4\Andco Power Easement\Circle O Property Gas Line Easement TOPO.dwg, 2/2/2024 11:50:39 AM

EXHIBIT B1

WHEN RECORDED RETURN TO:
INTERMOUNTAIN GAS COMPANY
C/O _____
555 South Cole Road
Boise, ID 83709
ATTENTION: Dave Swenson

INTERMOUNTAIN GAS COMPANY
PIPELINE EASEMENT

THIS EASEMENT, made this _____ day of _____, 20____, by and between INTERMOUNTAIN GAS COMPANY, an Idaho corporation, whose principal address is 555 South Cole Road, Boise, Idaho (hereinafter referred to as the "COMPANY"), its successors and assigns, and the following named persons, herein, whether singular or plural, hereinafter called "OWNER," namely:
ANDCO LEASING LLC, a Delaware limited liability company, dba ANDCO LEASING LC
whose address is 6300 S. 45th West, Idaho Falls, ID 83402.

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement _____ feet in width, being _____ feet left, and _____ feet right of the center line as laid out and/or surveyed, or as finally installed through, over, under and across the tract of land hereinafter described, for the purpose of installing and constructing thereon, and thereafter to operate, inspect, protect, improve, maintain, repair, increase the capacity of, remove, replace, and abandon in place, a gas pipeline or lines, including without limitation necessary pipes, regulation devices, equipment, fixtures, and facilities related to the operation or maintenance of said gas lines, said tract of land being situated in the County of _____, State of _____, and more particularly described as follows:

See Attached "Exhibit A", and depicted on "Exhibit B"

During construction periods, COMPANY and its agents may use _____ additional feet of OWNER's property along and adjacent to said easement in connection with the construction of said facilities. Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times of ingress and egress to the above-described premises across adjacent lands of the OWNER, it successors and assigns, at convenient points for the enjoyment of the aforesaid uses, rights, and privileges.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the above-described tract of land or that would interfere with said pipeline or lines or COMPANY'S rights hereunder. COMPANY shall have the right, but not the obligation, to cut and clear trees and shrubbery from the above-described tract of land.

Notwithstanding any provision contained herein, OWNER, its successors, and assigns, will be permitted to construct, or allow to be constructed, roads, parking areas, sidewalks, landscaping, irrigation lines, water lines, sewage lines, powerlines, fiber, and other utility lines, over, across, or around the COMPANY's gas pipeline.

COMPANY hereby agrees that it will pay reasonable damages, to be agreed upon by the parties, that may result to the crops, fences, buildings and improvements on said premises caused by constructing,

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

By: Jason H. Andrus
Executive Vice President
ANDCO LEASING LLC, dba ANDCO LEASING LC

STATE OF IDAHO)
):ss
COUNTY OF BONNEVILLE)

On this 18 day of MARCH, 20 24, before me personally appeared Jason H. Andrus, known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said such limited liability company.

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Signature

Notary Public, Bonneville County,

State of IDAHO

Residing at IDAHO FALLS

TRENT J. BELNAP
COMMISSION NO. 67645
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/02/2028

My Commission Expires

Project No.

City County

EXHIBIT "A"

A parcel of land lying in a portion of the Southeast ¼ of Section 4, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the East ¼ corner of said Section 4, and running THENCE S 00°06'43" W 38.27 feet along the east line of said Section 4; THENCE N 89°50'38" W 84.00 feet to a point on the west line of warranty deed, instrument number 1753885, as filed in the Office of the Recorder for Bonneville County, Idaho, said point being the **TRUE POINT OF BEGINNING**, and running THENCE S 00°06'43" W 15.00 feet along said west line; THENCE N 89°50'38" W 1083.02 feet parallel the north line of said Southeast ¼ to a point on the east line of warranty deed, instrument number 1707767, as filed in the Office of the Recorder for Bonneville County, Idaho; THENCE N 00°15'17" W 15.00 feet along said east line; THENCE S 89°50'38" E 1083.11 feet parallel said north line to the **TRUE POINT OF BEGINNING**.

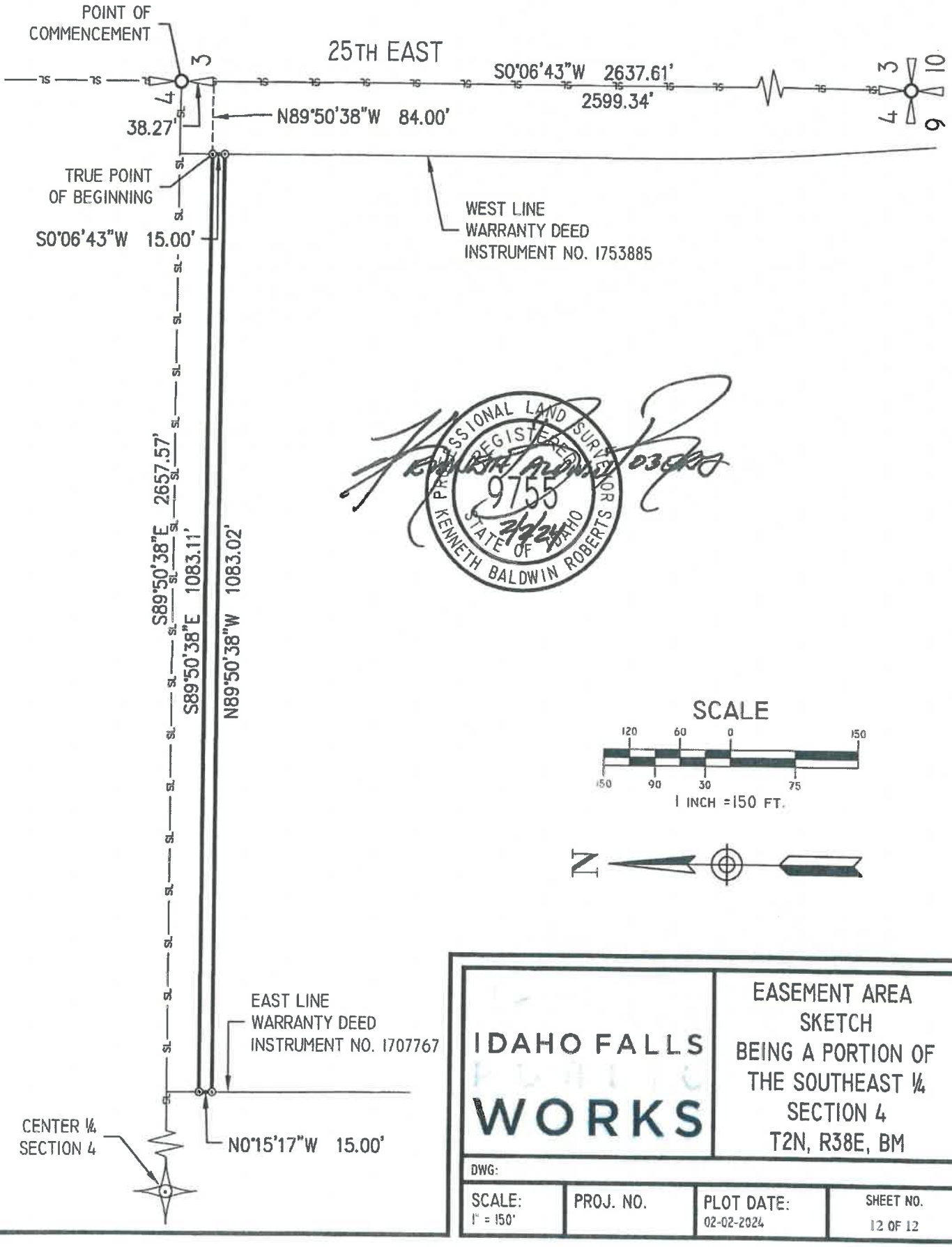
The basis of bearings for this description relates directly to the "City of Idaho Falls Coordinate System of 2004". Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion, (reference 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.



Exhibit "A" Pages: 1 of 1
Total Pages: _____ of _____

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EXHIBIT "B"



IDAHO FALLS POWER WORKS	EASEMENT AREA SKETCH BEING A PORTION OF THE SOUTHEAST 1/4 SECTION 4 T2N, R38E, BM		
DWG:			
SCALE: 1" = 150'	PROJ. NO.	PLOT DATE: 02-02-2024	SHEET NO. 12 OF 12

E:\6-SURVEY BY DEPARTMENT\ELET2N38E04\PLT-4\Andco Power Easement\Circle O Property Gas Line Easement TOPO.dwg, 2/2/2024 11:50:39 AM

Memorandum

File #: 24-190 **City Council Meeting**

FROM: Corrin Wilde, City Clerk
DATE: Friday, March 29, 2024
DEPARTMENT: Mayor's Office

Subject
Minutes from Council Meetings

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Minutes from 28 March 2024 City Council Meeting.

Description, Background Information & Purpose
These are the 28 March 2024 City Council Meeting Minutes.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

680 Park Avenue
Idaho Falls, ID 83402

City Council Meeting
Minutes - Draft

Thursday, March 28, 2024, 7:30 PM City Council Chambers

1. Call to Order

Present: Mayor Rebecca L Noah Casper, Council President Burtenshaw, Councilor Radford, Councilor Ziel-Dingman, Councilor Freeman, Councilor Francis; and Councilor Larsen

Also present:
All available Department Directors
Micheal Kirkham, City Attorney
Corrin Wilde, City Clerk

2. Pledge of Allegiance

Councilor Freeman led those present in the Pledge of Allegiance.

3. Public Comment

No one appeared.

Mayor Casper addressed Councilor Radford's concerns from a previous meeting on March 11th, that not listing dollar amounts for consent items could be seen as hiding information. She emphasized the City's commitment to transparency and following open meeting laws. She explained that the consent agenda is used to efficiently approve routine items together in one motion. While printed agendas are concise, the full agenda packet with all documents and dollar amounts is available online and can be easily accessed on the city's website as demonstrated by the City Clerk.

4. Consent Agenda

A. Office of the Mayor

1. Appointments to City Boards, Committees, and Commissions

Give consent to the new appointments of Scott Larson and Trevor Boyle to the Board of Adjustment, and to the reappointment of Mary Lund to the Idaho Falls Public Library Board of Trustees pursuant to Title 2 of the Idaho Falls City Code.

B. Idaho Falls Power

1. IFP 24-19 Sugarmill Substation Upgrade - Transformer Purchase.

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase a 46/12.5 Kv transformer for the Sugarmill Substation Upgrade. Four bids were received with Virginia - Georgia Transformer being the lowest responsive, responsible bidder. The base bid was $1,431,000 with a spare parts add-on of $21,000 for a total not-to-exceed cost of $1,452,000.00.

2. Idaho Falls Power Board Meeting Minutes.

IFP Meeting Minutes for March 13, 2024.

C. Municipal Services

1. Impact Fee Advisory Committee 2023 Annual Report.

An Impact Fee Advisory Committee annual report is required pursuant to City Code 2-12-10. An overview of the annual report was provided at the Monday, March 25, 2024, City Council work session.

2. IF-24-12, Purchase of Superpave Hot Mix Asphalt for Public Works.

Two bids were received for the purchase of Superpave hot mix asphalt to be used to repair and maintain city streets. The lowest responsive responsible bidder, H-K Contractors, for a total of $183,850.00

3. IF-24-13, 2024 Concrete Replacement for Public Works.

Two bids were received. The total recommended contract award is based on a three-year average of concrete work completed, with CAP, LLC being the lowest bidder. The lowest responsive responsible bidder, CAP, LLC, for a total of $344,500.00

4. IF-24-11, 2024 Water Line Surface Repair for Public Works.

A total of three bids were received with JM Concrete being the lowest bid based on 2023 project quantities. This purchase includes various units of curb and gutter, concrete, rebar, and plant mix to support water line surface repair projects. The lowest responsive responsible bidder, JM Concrete, for a total of $761,330.00

5. IF-24-08, Electrical & Variable Frequency Drive Equipment for Well 13 Project.

This purchase is to replace electrical and variable frequency drive equipment for the Water Well 13 project. The lowest, responsive, responsible bids for items 1-4 to D&S Electric for a total of $87,300.00 and items 5-8 to L&S Electric for a total of $48,955.00

6. Treasurer's Report for January 2024.

A monthly Treasurer's Report is required for City Council review and approval pursuant to Idaho Statutes Title 50-208. The attached document is the Treasurer's report for January 2024.
For the month-ending January 2024, cash and investments total $181.6M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $94.3M, which includes revenues of $44.5M for charges for services and intergovernmental revenues of $37.1M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $71.1M, which includes salary and benefits of $25.4M, operating costs of $33.2M, and capital acquisition/construction costs of $16.4M.

D. Office of the City Clerk

1. Minutes from Council Meetings.

Budget Planning Meeting March 23, 2024.

2. License Applications

It was moved by President Burtenshaw, seconded by Councilor Francis to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion was carried by

the following vote: Aye – Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Larsen. Nay – None

5. Regular Agenda

A. Public Works

1) Bid Rejection - Brodbecks Addition Water Line Improvements 2024.

On Tuesday, March 18, 2024, bids were received and opened for the Brodbecks Addition Water Line Improvements 2024 project. The only bid received was $1,181,821.50 over the engineer's estimate. Public Works staff reviewed the bid and concluded that the contract award was not in the best interest of the city.

Director Fredericksen presented the item regarding the rejection of a bid received for a large waterline project that was scheduled for 2024. Only one bid was submitted, which came in $1.2 million over the engineer's estimate. After reviewing the single bid, City staff determined it was not in the city's best interest to accept it due to the significant cost overrun. They recommended rejecting the bid and rebidding the project in the fall of 2025 to attract more bidders. Director Fredericksen explained they hope to get better pricing by rebidding in the fall of next year. They also want to re-examine the project scope, as only the largest contractors in the area bid on it given the large size and scope. Narrowing the scope may attract more, smaller contractors to bid as well.

Council President Burtenshaw commented that opening the bidding to more contractors gives them a chance to bid and appreciated the opportunity to rebid the project rather than accept the single high bid. She also commended the department and directors for their top-notch work for the city. Councilor Francis concurred.

It was moved by Councilor Francis, seconded by Councilor Dingman to reject the single bid received for the Brodbecks Addition Water Line Improvements 2024 project. The motion was carried by the following vote: Aye – Councilors Larsen, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay – None

5. Announcements

Mayor Casper made the following announcements:

- **Zoo reopening in April** after winter closure.
- **Public meeting** on wastewater treatment plant next Wednesday, 6pm-7:30pm in Council Chambers.
- **Mayoral scholarship funds** awarded same night.
- **Police awards and promotions** next Wednesday afternoon.
- **Police complex ribbon cutting** planned for later in April.
- **Easter** this Sunday; hoping for good weather for egg hunts on Saturday.

6. Adjournment.

There being no further business, the meeting adjourned at 7:50 PM

s/ Corrin Wilde
Corrin Wilde, City Clerk

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

680 Park Avenue
Idaho Falls, ID 83402

City Council Meeting
Minutes - Draft

Memorandum

File #: 24-195 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Wednesday, April 3, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 24-20 Rack Substation and Lower Plant Decorative Wall

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Reject the bid received from Castle Construction for Project No. IFP 24-20, that Council finds that it is impractical or impossible to obtain three (3) bids for the decorative wall project and direct the Mayor and City Staff to acquire the work on the open market from a qualified public works contractor (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP solicited bids for an eight (8) foot decorative, concrete wall with iron gates for the Lower Power Plant. The engineer's estimated cost was $72,225. IFP received one bid from the Castle Facility Group of Meridian, MS for $498,004. IFP recommends rejecting the bid and authorizing staff to procure the goods and services on the open market in accordance with Idaho Code § 67-2805(1)(e).

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This action supports our readiness for a safer and more attractive facility that balances city codes and regulations with broader aesthetic and safety goals.

Interdepartmental Coordination

The Legal Department and Idaho Falls Power

Fiscal Impact

Funding for this purchase is in the 2023/24 IFP Budget.

Legal Review

The Legal Department concurs that this action is appropriate.

CASTLE

PROPOSAL FOR CONSTRUCTION TO

IDAHO FALLS POWER

Decorative Wall (Rack Sub & Lower) Project No. IFP 24-20

Idaho

March 28, 2024

CASTLE

March 28, 2024

Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83405

Attention: Mr. Richard Malloy

Reference: Decorative Wall (Rack Sub & Lower) Project No. IFP 24-20

Dear Mr. Malloy:

Castle is pleased to submit this bid proposal in response to your invitation for the above referenced project in Idaho. This proposal is being submitted based and conditioned upon the scope of work as outlined in the documents, specifications, and drawings submitted with the bid solicitations and is contingent upon the successful negotiation and execution of a contract containing mutually agreeable terms and conditions including, but not limited to, indemnities, insurance, pollution and terms of payment. Also, due to the number of proposals that Castle is submitting at this time, our proposal is valid for 30 days from the date of this proposal. If the project is delayed beyond this time period, then pricing should be reconfirmed.

Our proposal consists of this transmittal letter and sections listed below, all of which are integral parts thereof:

Section 1	-	Bid Form
Section 2	-	Assumptions
Section 3	-	State License
Section 4	-	Preliminary Drawings

If you have any questions or need clarification please call Mindy Withers, Proposal Manager, at 601-693-8790 or email at Bids@wearecastle.com.

Sincerely,

Chandler Castle,
Vice President of Operations

CASTLE

Section 1

Bid Form

Decorative Wall (Rack Sub & Lower)
Project No. IFP 24-20
Contract Documents

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ISPWC Division 100 - Standard General Conditions of the Construction Contract

Plans

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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Defined Terms

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents

and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **7** days of Owner's request, Bidder must submit the following information:

A. Bidder's state or other contractor license number, if applicable.

B. Subcontractor and Supplier qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.

C. Other required information regarding qualifications.

3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Bidder's State of Idaho Public Works contractor license number.

B. Subcontractor and Supplier qualification information.

ARTICLE 4—PRE-BID CONFERENCE

4.01 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface

structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **N/A**.

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Bidders visiting the Site are required to arrange their own transportation to the Site.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. **Idaho Falls Power**
Richard Malloy
140 S. Capital, Idaho Falls, ID 83405

rmalloy@ifpower.org
208-612-8248

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than [_5__] days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by

this section shall render any Bid unresponsive and void. Use *Naming of Subcontractors Form 00440.*

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint ventures in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Base Bid with Alternates*

A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.02 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with

the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared based on the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho Public Works Contractors License and shall award the bid to the responsible bidder submitting the lowest responsive bid.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation. The date upon which the bonds are binding shall be the effective date of the Agreement.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

ARTICLE 22—STATE OF IDAHO STATUTORY PROVISIONS

22.01 Additional State of Idaho Statutory provisions to be aware of:

A. Title 54, Chapter 19, *Public Works Contractors.*

1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.

2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over $50,000.

3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.

B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions,

C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works,*

D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases.*

BID FORM FOR CONSTRUCTION CONTRACT

Decorative Wall (Rack Sub & Lower) - Project No. IFP 24-20

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Deliver to: (hand-delivery, parcel delivery service, etc.):	Mail to: (United States Postal Service)
Idaho Falls Power Engineering Department 140 S Capital Idaho Falls, ID 83405	Idaho Falls Power Engineering Department PO Box 50220 Idaho Falls, ID 83405-0220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. List of Proposed Subcontractors for add alternate if selected:

B. List of Proposed Suppliers;

C. Visual representations, photos of proposed fence and gates to be provided.

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices. Specific information is in the Special Provisions and the attached exhibits:

Item No.	Description	Estimated quantity	Unit of measure	Unit Cost	Total Cost
1	8' tall fence panels with number of required posts	525'	Linear Foot	$460,004.00	$460,004.00
2	20' Long Gates. One at each location (substation and plant)	2	Each	$15,000.00	$30,000.00
1	Addition of a 3' wide swinging man gate at entry point TBD The gate will use a card reader lock.	2	Each	$4,000.00	$8,000.00
	Add Alternates				
2	Construction of entire project with approved contractor. Include payment and performance bonding in this cost. See Special Provisions.				
3	Provide training to customer staff for construction of wall and gates.				

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

A. Also refer to Paragraph 6.02.2 of 00520 – Agreement for definition of substantial completion.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has an Idaho Public Works License of the appropriate class for the bid amount.
2. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
3. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

6. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

7. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

8. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

9. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

10. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

11. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Castle Energy Group, LLC
(typed or printed name of organization)

By: Joel Brewton
(individual's signature)

Name: Joel Brewton
(typed or printed)

Title: Vice President of Asset Management & Centralized Services
(typed or printed)

Date: March 28, 2024
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Miles Hester
(individual's signature)

Name: Miles Hester
(typed or printed)

Title: VPSRM
(typed or printed)

Date: March 28, 2024
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Joel Brewton
(typed or printed)

Title: Vice President of Asset Management & Centralized Services
(typed or printed)

Phone: 601-693-8777

Email:

Address:
2201 Front Street, Meridian, MS, 39301

Bidder's Contractor License No.: (if applicable)

Bidder's Public Works License No.: (Required) RCE-27674

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		
_____	_____	_____
_____		
_____		

NOTES TO USER

1. This form must be included for all bids.

NOTICE OF AWARD

Date of Issuance:	--/--/----		
Owner:	Idaho Falls Power	Owner's Project No.:	IFP 24-20
Engineer:	Richard Malloy	Engineer's Project No.:	
Project:	IFP 24-20		
Contract Name:	Decorative rock wall and gates		
Bidder:	--//--		
Bidder's Address:	--//--		

You are notified that Owner has accepted your Bid dated for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Provide decorative rock wall fencing and gates for a substation and power plant entrance.

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You have previously provided the executed counterparts of the Agreement, accompanying this Notice of Award, is one electronic copy of the Contract Documents executed by the City.

☒

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Idaho Falls, dba Idaho Falls Power, dba Idaho Falls Fiber**

By *(signature)*: _____

Name *(printed)*: Richard Malloy

Title: Engineering & Compliance Manager

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Commented [LN1]: There are several referenced items, that are missing from these documents. Can we please confirm that all Contract documents are included?

DECORATIVE WALL (RACK SUB & LOWER)
PROJECT NO. IFP 24-20

This Agreement is by and between **Idaho Falls Power** ("Owner") and --/--("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Installation of conduit for electrical and fiber systems and installation of fiber optic cable as specified.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of conduit for electrical and fiber systems and installation of fiber optic cable as shown on the design drawings.

ARTICLE 3—ENGINEER

3.01 The Owner is also the ("Engineer") IFP will designate an employee to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract for this project concurrent with the notice to proceed.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60** days after the date when the Contract Times commence to run.

4.05 Not used

4.06 Not used

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$__-/-____**.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6—**PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Approved payments will be made to Contractor within 20 days from receipt of Payment Application.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

Commented [MH2]: Retainage and bond?

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's reasonable estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—6.05 CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings listed on the attached sheet index.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions, excluding subsurface conditions, that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discovered discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and

Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract ~~(2018)~~, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

9.01 *Non-Discrimination*

A. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

9.02 *Anti-Boycott Against Israel Act*

A. 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.

9.03 *Certification of No Chinese Ownership*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on date of signature (which is the Effective Date of the Contract).

Owner:	Contractor:
Idaho Falls Power *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Rebecca L. Noah Casper *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: P.O. Box 50220 140 S. Capital Idaho Falls, ID 83405	Address for giving notices: _____ _____ _____
Designated Representative: Name: Richard Malloy *(typed or printed)* Title: Engineering Manager *(typed or printed)*	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*
Address: P.O. Box 50220 140 S. Capital Idaho Falls, ID 83405	Address: _____ _____ _____
Phone: 208-612-8444 Email: sboorman@ifpower.org	Phone: _____ Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)* State: _____

NOTICE TO PROCEED

Owner:	Idaho Falls Power	Owner's Project No.:	IFP 24-20
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	Decorative Wall (Rack Sub & Lower)		
Contract Name:	Decorative Wall (Rack Sub & Lower)		
Effective Date of Contract:	--/--/2024		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **--/--/2024** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 60 days from the initiation of construction for the commencement of the Contract Times, date for Substantial Completion is **09/10/2024**; and the number of days to achieve readiness for final payment is **15** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of 25 September 2024.

Before starting any Work at the Site, Contractor must comply with the following:

1. Communicate with ITD see permit number 06-23-082
2.

Owner:	**Idaho Falls Power**
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **Idaho Falls Power** Address *(principal place of business)*: **140 S. Capital** **Idaho Falls, ID 83405**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **Idaho Falls Power** Address *(principal place of business)*: **140 S. Capital** **Idaho Falls, ID 83405**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

   5.1. Claimants who do not have a direct contract with the Contractor

      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Idaho Falls Power	Owner's Project No.:	IFP 24-20
Engineer:	Stephen Boorman, PE	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	IFP 24-20		
Contract Name:	Path and Landscape (Rack & Sub)		

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **XXXXXXXXXX**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: Stephen Boorman, PE

Title: AGM

IDAHO FALLS POWER
DECORATIVE WALL (RACK SUB & LOWER)
PROJECT NO. IFP 24-20
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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IDAHO FALLS POWER
PROJECT # IF 24-20
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100, Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **one (1)** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one (1) copy** in electronic portable document format (PDF).

2.03 Add Paragraph 2.03.B:

A. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:

1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and
2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. No Supplementary Conditions in this Article

2.05 *Acceptance of Schedules*

A. No Supplementary Conditions in this Article

2.06 *Electronic Transmittals*

A. No Supplementary Conditions in this Article

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

No Supplementary Conditions in this Article

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of ISPWC 00610.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of ISPWC 00615.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

~~1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be three (3) years after Substantial Completion.~~

~~2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of ISPWC 00612, Warranty Bond. The warranty bond must be in a bond amount of 10 (10) percent of the final Contract Price. The warranty bond period will extend to a date three (3) years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.~~

~~3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.~~

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6.02 *Insurance—General Provisions*

A. No Supplementary Conditions in this Article

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. No suggested Supplementary Conditions in this Article

7.02 *Supervision and Superintendence*

A. No suggested Supplementary Conditions in this Article

7.03 *Labor; Working Hours"*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Owners sole discretion. The exception to this will be in close proximity to residential areas where noise and lighting would be a nuisance outside of normal working hours.

SC-7.04 *Services, Materials, and Equipment*

A. Upon the date of the Notice to Proceed, the Contractor will be responsible for the safety and security of Owner supplied materials. Any loss or damage incurred to the Owner Supplied Materials after the date on the Notice to Proceed shall be the responsibility of the Contractor.

7.05 *"Or Equals"*

A. No Supplementary Conditions in this Article

7.06 *Substitutes*

A No Supplementary Conditions in this Article

7.07 *Concerning Subcontractors and Suppliers*

A. No Supplementary Conditions in this Article

7.08 *Patent Fees and Royalties*

A. No Supplementary Conditions in this Article

7.09 *Permits*

A. No Supplementary Conditions in this Article

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of **Idaho** and of cities and counties thereof on all materials to be incorporated into the Work.

1. The Contractor will be responsible for State sales taxes on Owner supplied materials installed by the Contractor.

SC-7.11 *Laws and Regulations*

A. No Supplementary Conditions in this Article

SC-7.12 *Record Documents*

A. No Supplementary Conditions in this Article

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: The American Public Power Association (APPA) Safety Manual 16th Edition. A copy of the manual will be provided to the General Contractor in the initial construction kick off meeting.

7.14 *Record Documents*

A. No Supplementary Conditions in this Article

7.15 *Emergencies*

A. No Supplementary Conditions in this Article

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. No Supplementary Conditions in this Article

9.02 *Replacement of Engineer*

A. No Supplementary Conditions in this Article

9.03 *Furnish Data*

A. No Supplementary Conditions in this Article

9.04 *Pay When Due*

A. No Supplementary Conditions in this Article

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. No Supplementary Conditions in this Article

9.06 *Insurance*

A. No Supplementary Conditions in this Article

9.07 *Change Orders*

A. No Supplementary Conditions in this Article

9.08 *Inspections, Tests, and Approvals*

A. No Supplementary Conditions in this Article

9.09 *Limitations on Owner's Responsibilities*

A. No Supplementary Conditions in this Article

9.10 *Undisclosed Hazardous Environmental Condition*

A. No Supplementary Conditions in this Article

9.11 *Evidence of Financial Arrangements*

A. No Supplementary Conditions in this Article

9.12 *Safety Programs*

A. No Supplementary Conditions in this Article

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Contractor will establish weekly coordination meetings to be held on site or in contractor's temporary facilities. These meetings will have in attendance the Owner's Representative, a representative of the General Contractor, and a representative of any on-site Sub-Contractors. The Owner's Site Representative will be Idaho Falls Power's Distribution Superintendent or the Idaho Falls

Power Project Manager. The authority and responsibilities of Owner's Site Representative are as follows: Act as liaison between the Contractor, the Owner and the Engineering Consultant, answer logistical questions and others questions not pertaining to design interpretation.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.09.E:

[A. Owner will furnish Project representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the Owner.] or

[B. In addition to the Resident Project Representative furnished by the Engineer, Owner will furnish an Owner's site representative to assist Engineer. The responsibilities, authorities and limitations of authority of the Owner's site representative will be [C: as specified for the Engineer's Resident Project Representative.] [D: as described below.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the Contractor actually provides or installs less or more than the pre-determined quantity of the unit-priced items, which shall be adjusted accordingly. ~~extended price of a particular item of Unit Price Work amounts to **five (5)** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **fifteen (15)** percent from the estimated quantity of such item indicated in the Agreement; and~~; and/or

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Inspections*

1. No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 No suggested Supplementary Conditions in this Article.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-

inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to

agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion ~~in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **five** **three** years after Substantial Completion.~~.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

SPECIAL PROVISIONS

Decorative Wall (Rack Sub & Lower)
Project No. IFP 24-20

CONTENTS

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GENERAL INFORMATION **3**
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PUBLIC RELATIONS ..... Error! Bookmark not defined.
GENERAL CLEANUP **4**
BUSINESS ACCESS ..... Error! Bookmark not defined.
RESIDENTIAL ACCESS ..... Error! Bookmark not defined.
TRAFFIC CONTROL ..... Error! Bookmark not defined.
OWNER RELEASES **5**
PROJECT MANAGER **5**
SPECIAL PROVISION BID ITEMS ..... Error! Bookmark not defined.

WALL AND GATES SPECIFICATIONS

The City of Idaho Falls has in mind a specific appearance of the wall and gates. As a part of the bid submission, the contractor / vendor is asked to provide visual representations, e.g. photos, art renderings, of the wall and gates bid. Below is a list of requirements. Also attached to this bid are photos representing the appearance of the end product. The walls and gates shall be or have;

1. A stacked or layered rock finish as depicted in the photo with this bid.
2. The color of the wall shall be of a natural concrete finish.
3. The wall sections shall easily be removed and replaced for periodic maintenance access. They shall be designed and constructed as to be able to be lifted and replaced within, keyed / mortised/ tongue & groove type posts.
4. The finish shall be easily cleaned of graffiti. Application of a graffiti seal may be required to meet this requirement.
5. The walls shall be 8 eight feet high, and no more than 20 twenty feet in length.
6. The 20' entry gates shall be of a 1" square iron bar with a black finish with 5 inch spacing on center between the bars, or 4 inches between each of the bars.
7. The finish of the gates shall be of a powder coat or similar finish resistant to peeling, cracking and rust and able to withstand the elements for a period of not less than two years.
8. The 20' gates shall be sliding or mounted on rollers to be opened parallel with the walls. Alternately, the gates may be of a swing up arcing type. No motorized openers are anticipated, however the gates should have the ability to be retrofitted with one at a later date.
9. The 3' wide swinging man gates shall be of the same appearance construction and finish as the larger 20' gates and be capable of fitting of a card reader type lock / opener.
10. Gates and openings shall be grounded using the following specifications;

    - Ground wire consists of #4/0 AWG soft-drawn, seven-strand copper conductor.
    - Ground wire shall be buried a minimum of 18 inches below subgrade.
    - Splices shall be minimized.
    - All subgrade ground connections are Cadweld, or equal.
    - All trenches shall be backfilled with fine earth and compacted.
    - Concrete walls themselves don't need to be grounded as they don't provide any touch potential issues. Any metal gates in the fence would require to be grounded and in a loop outside the gate allowing for gate swing.
    - A counterpoise on the outside of the wall to reduce step potential issues. This counterpoise usually ties into the substation ground mat at the gate area as that is an opening in the wall. Counterpoise is usually placed 3' outside the fence.

GENERAL INFORMATION

The City of Idaho Falls is constructing a new decorative concrete wall with iron gates around a substation and frontage of a power plant. The construction of the wall may be done in-house by City staff with direction from the contractor selected in this bid, or as an add alternate, the City may choose to have the contractor erect the wall and materials.

The Construction Add Alternate to this bid, if selected, is to have the supplier of materials also provide all labor, tools, equipment, and transportation, required for construction. **The Payment and Performance bonding requirements will only apply if this alternate is accepted by the City**.

SCHEDULE OF WORK

Complete all work associated with this project in the time frame disclosed under Article 4 of Document 00410 (Bid Form). Submit a construction schedule at or before the preconstruction conference detailing durations for major aspects of the work to be performed. Notice to Proceed will be issued and Contract Time accounting will commence no later than 15 days after Notice to Proceed

GENERAL CLEANUP

All hard surface repair, including concrete and asphalt, shall be to original or better conditions. Except the areas impacted by the intersection upgrade project. Any material and labor used to meet the requirements of this paragraph is considered incidental to the project and no additional compensation will be allowed. All work in the right-of-way will be subject to Idaho Falls Public Works review and standards.

Perform general cleanup of the project site, such as smoothing and rounding of back slopes, leveling mounds, filling voids with appropriate material and removal of all excess material and in all other respects meeting the requirements of the General Conditions (see especially Paragraph 6.11.C). In addition, this project is primarily in commercial traveled areas and access needs to be provided to the businesses at all time unless there is a scheduled construction window. All landscaped areas will be returned to original or better conditions. Any material and labor used to meet the requirements of this paragraph is considered incidental to the project and no additional compensation will be allowed.

If there is a disagreement about the adequacy of the surface restoration between the property owner and contractor, IFP will be the arbiter of what final condition of the property meets the intent of this section.

POWERHOUSE AND SUBSTATION ACCESS

Provide continuous access to and from the powerhouse and the substation. Schedule construction such that there is continuous access for Idaho Falls Power crews and garbage trucks.

OWNER RELEASES

Prior to any work adjacent and/or on private property, meet with the affected property owner to discuss the extent of the work. Document and review with the property owner the existing condition of any adjacent and surrounding objects, features, and facilities that may be affected by the construction. To the greatest extent possible, preserve, protect, restore and/or replace such facilities so that after completion of the project construction all such facilities are in a condition as good as, or better than, their original condition.

PROJECT MANAGER

Contractor will provide one on-site project manager for the duration of the project who will be the interface between the general contractor, all sub-contractors and the City.

1. The City will meet with this project manager on a regularly scheduled basis for the duration of the project.
2. While the City understands that the project manager may need an alternate for absences during the project, regularly alternating project managers is not acceptable.
3. The project manager should act as the single point of contact for IFP/IFF on the project.
4. To facilitate safety and communication and based on IFP does not have bi-lingual inspectors. At all times the contractor shall have an English speaker available for communications with the crews and public.

CASTLE

Section 2

Assumptions

CASTLE

Assumptions

Castle's (*"Contractor"*) proposal is submitted subject to acceptance by the Company of the following Assumptions, all of which are incorporated into Contractor's Proposal and shall be incorporated into any contract that results from Contractor's Proposal.

- Pricing is based on five days a week work schedule.
- In the case the site conditions have changed from the date of the visit, the price does not include any additional ground protection matting.
- Pricing does not include any clearing or land leveling.
- The customer is to provide adequate site access and be responsible for obtaining all land access agreements.
- Customer is to provide adequate space for unloading material & material storage.
- Pricing is valid for 60 days from the date of submittal.

Accepted By:_____ Date:_____	_____ Date: 3/28/2024
Company	Contractor

CASTLE

Section 3

State License

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)
REGISTERED ENTITY CONTRACTOR

CASTLE ENERGY GROUP, LLC
M CASTLE SR,M CASTLE JR,J CASTLE
2201 FRONT STREET
MERIDIAN MS 39301

Russell S. Barron — Division Admin
RCE-27674 — Number
04/22/2024 — Expires

Your registration must be shown on demand.

carry this copy

display this copy

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)
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CASTLE

Section 4

Preliminary Drawings

GENERAL NOTES:

CODES AND STANDARDS
- STRUCTURAL DESIGN BASED ON THE 2018 INTERNATIONAL BUILDING CODE.

DESIGN
- WIND SPEED = 98 MPH (3 SEC GUST)
  76 MPH (NOMINAL)
- EXPOSURE - C
- Kd = 0.85
- CONSTRUCTION TYPE - I OR II (NONCOMBUSTIBLE MATERIALS)

SOIL
- DESIGN BASED ON DRY - MEDIUM DENSE SANDY SOIL
- S.F. FOR OVERTURNING - 1.5

CONCRETE STRENGTH
- MINIMUM 28 DAY COMPRESSIVE STRENGTH OF PRECAST ELEMENTS F'c=5,500 PSI
- MINIMUM 28 DAY COMPRESSIVE STRENGTH OF CAST IN PLACE CONCRETE F'c=3,000 PSI

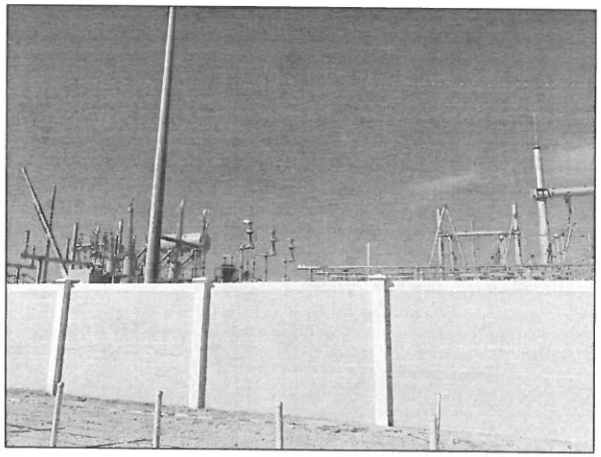
MATERIALS:
- CEMENT PER ASTM C-150 TYPE 1

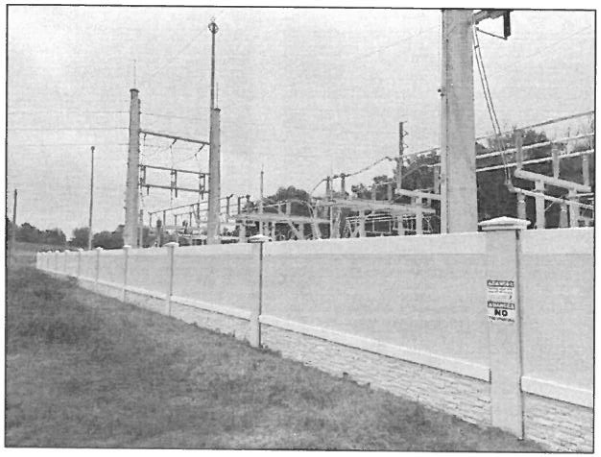
AGGREGATES FOR CONCRETE:
- NORMAL WEIGHT AGGREGATE: FINE AND COARSE AGGREGATE PROVISIONS AND TEST METHODS SHALL MEET ASTM C33. MAXIMUM AGGREGATE SIZE OF 3/4".

ADMIXTURES:
- NO ADMIXTURES SHALL CAUSE AN INCREASE IN SHRINKAGE WHEN TESTED IN ACCORDANCE WITH ASTM C494 AND C157

DELIVERY OF CONCRETE:
- DISCHARGE OF THE CONCRETE SHALL BE COMPLETED WITHIN 1-1/2 HOURS AFTER THE INTRODUCTION OF THE MIXING WATER TO THE CEMENT AND AGGREGATES OR THE INTRODUCTION OF THE CEMENT TO THE AGGREGATES.
- WATER SHALL NOT BE ADDED IN THE FIELD UNLESS APPROVED BY THE ENGINEER.

UTILITIES
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTING THE FENCE AND/OR FOUNDATIONS. CONTRACTOR SHALL NOTIFY LOCATION OF ALL UTILITIES TO BOTH THE OWNER AND SITE ENGINEER PRIOR TO CONSTRUCTING FENCE AND / OR FOUNDATIONS.





March 22, 2024
Prepared By

PERMACAST, LLC.
6015 21st Street East, Bradenton, FL 34203
TEL: 888.977.9255

Jose A. Hernandez, P.E.
Florida Registration No. 88551

PERMACAST

CUSTOMER
Idaho Falls Power

PROJECT
1103 S Koester Rd.
Idaho Falls, ID 83402

PROJECT NUMBER: JD 5886

WALL TYPE:
8 Ft. PermaWall 2.0 (Stacked Stone Texture)

WIND DESIGN: 98 MPH (3 Second Gust)
76 MPH (Nominal)

EXPOSURE: C

RISK CATEGORY: 1

NOT FOR CONSTRUCTION

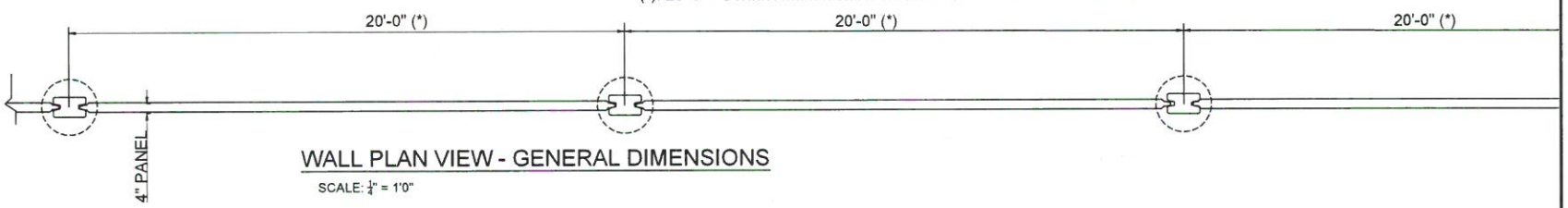
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE A. HERNANDEZ ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DRAWING INDEX

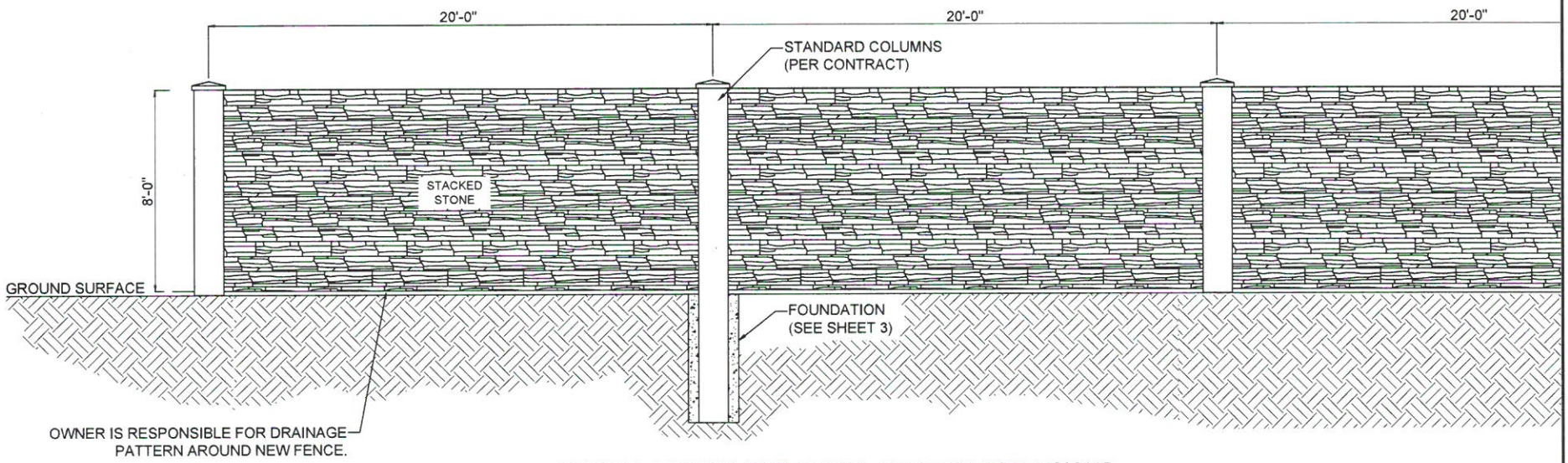
DWG. NO.	TITLE
SHEET 1	COVER SHEET & GENERAL NOTES
SHEET 2	PERMAWALL 2.0 DIMENSIONS
SHEET 3	FOUNDATION, COLUMN, & PANEL DETAILS

(*): 20'-0" - Contact Manufacturer for Exact Center to Center Distance



WALL PLAN VIEW - GENERAL DIMENSIONS

SCALE: 1/4" = 1'0"



TYPICAL 2.0 WALL ELEVATION - GENERAL DIMENSIONS

SCALE: 1/4" = 1'0"

NOT FOR CONSTRUCTION

NOTES:
1) Contractor Shall Refer to Civil Drawings for Overall Wall Layout.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE A. HERNANDEZ ON THE DATE ADJACENT TO THE SEAL.

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REFERENCE DRAWINGS	NO.	DATE	REVISION	BY	CK	APP

PRECAST CONCRETE WALL
PERMAWALL

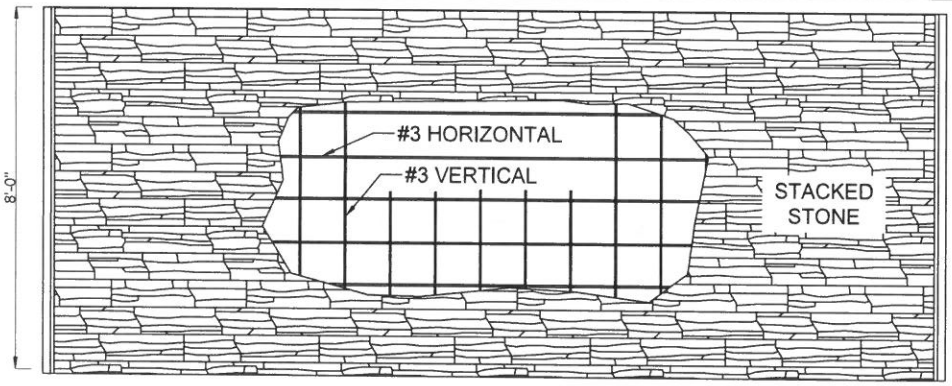
6 FT X 2.0 GENERAL WALL DIMENSIONS

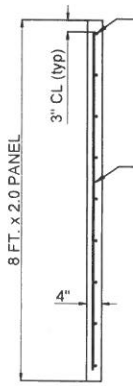
8015 21st Street East. Bradenton, FL 34203 Tel: 863.977.9255 www.permacastwalls.com

PERMACAST

Jose A. Hernandez, P.E.
P.E. #88551

DESIGNED: CIVIL | 0 | SHEET 2 | 0





9 - #3's HORIZONTAL REINFORCEMENT EQUALLY SPACED

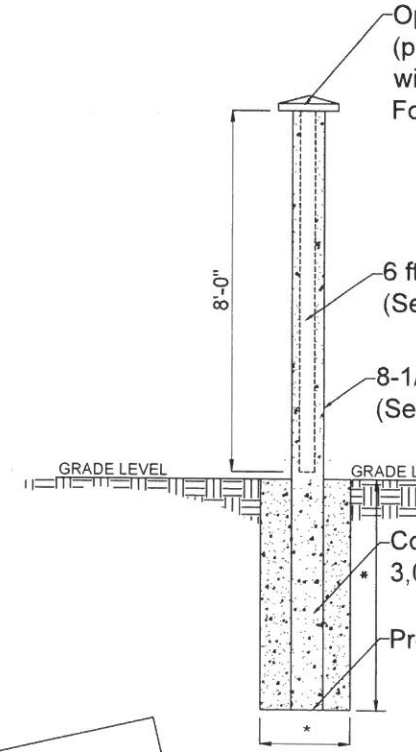
#3 VERTICAL REINFORCEMENT @ 12" O/C

TYPICAL 8 FT. X 20 FT. (2.0) PERMAWALL PANEL

SCALE: $\frac{3}{8}$" = 1'0"

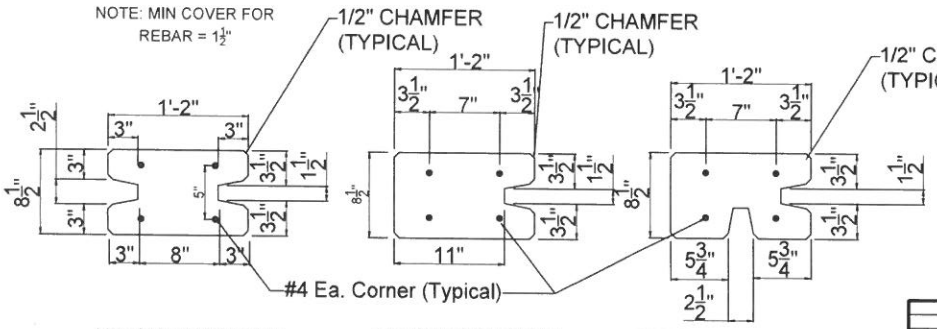
* Foundation Schedule

Wall Height	Diameter (Inches)	Depth (Inches)
8 ft. Wall Height on 20 ft. Centers	24" Diameter	51" Depth



TYPICAL FOUNDATION for 8 FT. COLUMNS FOR PERMACAST 2.0 PANELS (20 FT. O/C)

SCALE: $\frac{3}{8}$" = 1'-0"



LINE SOLID POST DETAIL 8-1/2" X 14"

SCALE: 1" = 1'-0"

END SOLID POST DETAIL 8-1/2" X 14"

SCALE: 1" = 1'-0"

CORNER SOLID POST DETAIL 8-1/2" X 14"

SCALE: 1" = 1'-0"

NOT FOR CONSTRUCTION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE A. HERNANDEZ ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REFERENCE DRAWINGS	NO.	DATE	REVISION	BY	CK	APP

PRECAST CONCRETE WALL PERMAWALL

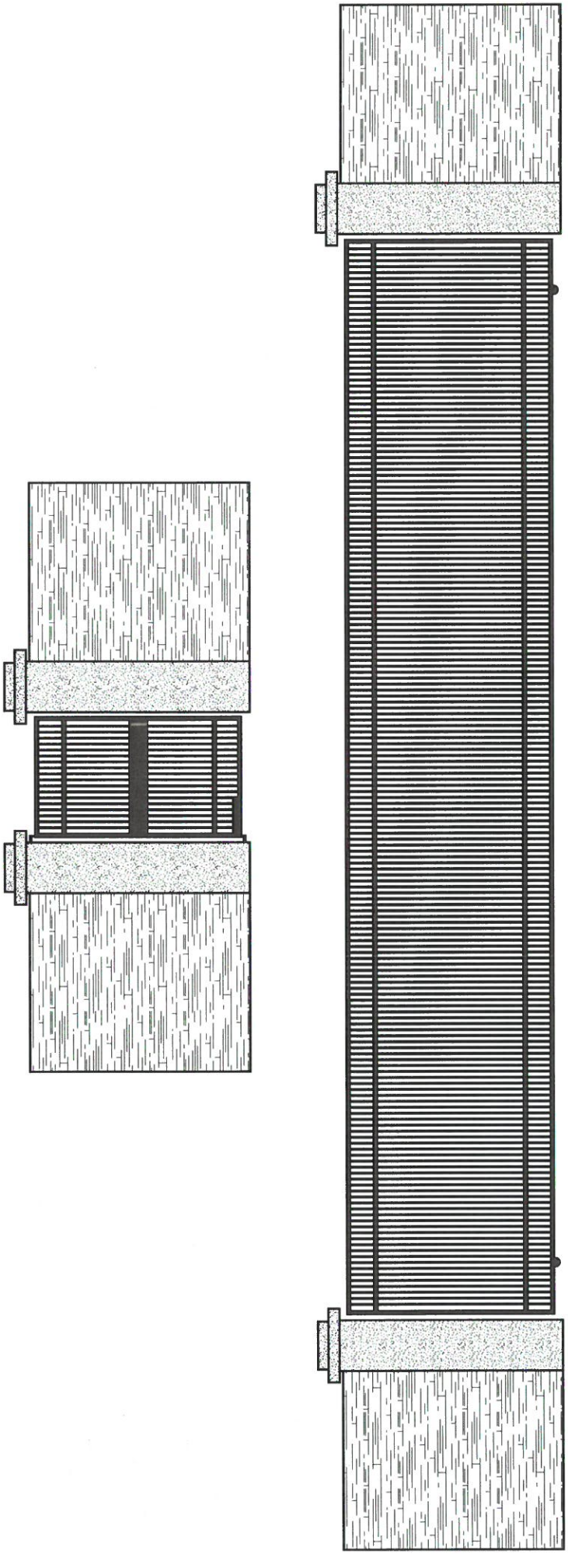
6' X 2.0 COLUMN, PANEL, & FOUNDATION DETAILS

1015 21st Street East, Bradenton, FL 34208 Tel: 888.977.9255 www.permacastwalls.com

DISCIPLINE: CIVIL | 0 | SHEET 3 | REV. 0

PERMACAST

Jose A. Hernandez, P.E.
P.E. #88551



Memorandum

File #: 24-200 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, April 4, 2024
DEPARTMENT: Municipal Services

Subject
Addition to Public Works Fleet - One 2024 Chevrolet 3500 HD Silverado

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the purchase of one 2024 Chevrolet 3500 HD Silverado from the State of Idaho purchasing contract SBPO18200325, from Smith Chevrolet for a total of $48,110.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
This request is for an advanced purchase of a Public Works, Water division vehicle to replace a pool vehicle the department has been renting for several years. This request was scheduled to come in FY24-25. However, the request to purchase this new fleet vehicle is being made early to take advantage of the vehicle's immediate availability, thus avoiding what has commonly become a year-long wait for service vehicles to be ordered and placed into inventory.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This purchase supports the reliable public infrastructure and transportation community-oriented result by acquiring equipment in response to growth of the city.

Interdepartmental Coordination
Public Works concurs with the contact award.

Fiscal Impact
Sufficient funding for the purchase is located within the 2023/24 Public Works, Water division approved budget. This early purchase avoids (saves) payment of rental pool charges for a season.

Legal Review

The Legal department concurs that the Council action is within State Statute.

powered by Legistar™

Order Details - Order #DGMWJW

Customer | Dealer

BAC Information

Charge-to BAC	114538
Charge-to BFC	1
Ship-to BAC	172587
Ship-to BFC	1
Contact Name	
Contact Phone	

DAN: MUD

Stock No.

$48,110 City Price

$54,380 MSRP

Model/Order Information

Model Year	2024
Division	Chevrolet
Distribution Entity	FLT Fleet
Order Type	FNR - Fleet Commercial
Allocation Group	CHDCRW
Model	CK30943 - 3500HD Silverado: LWB, 4WD, Crew Cab
TPW	3/18/24
Requested TPW	1/8/24
Current Event	3300
Current Event Description	Scheduled for Production
Estimated Delivery Date	
VIN	
Request ID	DGMWJV
Assigned	
MSRP w/DFC	W/A
MSRP	W/A
Invoice w/DFC	W/A
Invoice	W/A
GMS w/DFC	W/A
GMS	W/A
Supplier w/DFC	W/A
Supplier	W/A

Vehicle Specifications

PEG	1WT - Work Truck Preferred Equipment Group
Color	GAZ - Summit White
Trim	H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim
Engine	L8T - Engine: 6.6L, V-8, SIDI
Transmission	MKM - 10-Speed Automatic
Emissions	FE9 - Federal Emissions

Ordered Options

1WT - Work Truck Preferred Equipment Group

9J4 - Bumper: Rear Delete

AKO - Glass, Deep Tinted

AQQ - Keyless Remote Entry

AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature

BG9 - Floor Covering: Rubberized Vinyl, Black

DBG - Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator

FE9 - Federal Emissions

G3I - GVW Rating 11,700 Lbs

G80 - Auto Locking Differential, Rear

GAZ - Summit White

GT4 - Rear Axle: 3.73 Ratio

H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim

IOR - Chevrolet Infotainment, 7" Color Screen

JL1 - Integrated Trailer Brake Controller

K34 - Cruise Control

K47 - Heavy Duty Air Filter

KC4 - Cooler, Engine Oil

KNP - Transmission Cooling System

KW7 - Alternator, 170 AMP

L8T - Engine: 6.6L, V-8, SIDI

MKM - 10-Speed Automatic

NQF - Transfer Case: w/ Rotary Dial Control, Electronic Shift

NZZ - Skid Plate

PRF - 3 Years of Onstar Remote Access

PYT - Wheels: 18" Steel, Painted

QF6 - Tires: LT275/70 R18 All Terrain, Blackwall

SFW - Back-Up Alarm Calibration (SEO)

TQ5 - Headlamps, Intellibeam

UE1 - OnStar Communication System

UE4 - Following Distance Indicator

UEU - Sensor, Forward Collision Alert

UHY - Automatic Emergency Braking

UKJ - Sensor, Front Pedestrian Braking

V76 - Recovery Hooks

VK3 - Front License Plate Mounting Provisions

VQ2 - Holdback N/A, Dealer Fleet Assistance

ZLQ - Fleet Convenience Package

ZW9 - Delete: Pick-Up Box

ZYG - Tire, Spare: LT275/70 R18 All Terrain, Blackwall

Customer Information

Customer Type	Business
Business Name	Golden West Irrigation
Email	
Daytime Phone	2083569318
Address	PO Box 48
City	Rexburg
Zip/Postal Code	83440
Province, State, or Territory	ID
Country	US

Fleet Information

Primary FAN	969445
End-User FAN	
PO #	MUD

Event History

Global Filter

Event Code	Event Description	Effective Date	Timestamp	End D
3300	Scheduled for Production	2/28/24	2/28/24, 1:51:35.714 PM	

Event Code	Event Description	Effective Date	Timestamp	End D
3100	Available to Sequence	2/28/24	2/28/24, 10:11:10.274 AM	
3000	Accepted by Production Control	1/18/24	1/18/24, 2:12:02.927 PM	
2500	Preferenced	1/18/24	1/18/24, 1:31:49.523 PM	
2000	Accepted by GM	1/18/24	1/18/24, 1:18:34.531 PM	
1300	Order Request Approved	1/18/24	1/18/24, 1:18:34.530 PM	
1030	Order Request Re-edited; Passed	1/16/24	1/16/24, 7:45:58.540 PM	
1030	Order Request Re-edited; Passed	1/15/24	1/15/24, 8:05:13.319 PM	
1030	Order Request Re-edited; Passed	1/11/24	1/11/24, 7:44:15.419 PM	
2050	Order Changed	1/10/24	1/10/24, 10:28:18.260 AM	

Total Records: 12 1 2 > >| 10

Change History

Global Filter

Effective Date	Timestamp	Data Element	Before Value
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1/18/24	1/18/24, 1:18:34 PM	Options	B9F
1/10/24	1/10/24, 10:28:18 AM	Ship-to BAC	114538

Total Records: 3 1 10

Back

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

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Memorandum

File #: 24-196 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Wednesday, April 3, 2024
DEPARTMENT: Parks & Recreation

Subject
Approval of Playground Equipment for Parks and Recreation

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the quotes to purchase playground equipment from Great Western Recreation for a total of $146,756.21 (or take other action deemed appropriate).

Description, Background Information & Purpose
Great Western is a division of GameTime, a Playcore Company and a member of the OMNIA Partners purchasing cooperative contract 4003751. The total price for the playground equipment for 20th Street Park, is $56,820.77 and $89,935.44 for the South Capital Park. The Parks and Recreation Department conducted an online survey asking for the public's help in picking the next playground designs for Idaho Falls. More than 950 individuals from within the community contributed to the survey and these two playgrounds were the incontestable top choices.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

The purchase of the playground equipment supports the livable community-oriented result by maintaining easily accessible parks, trails, green spaces, and recreational facilities to meet community expectations.

Interdepartmental Coordination
Parks and Recreation Department, Office of the Mayor, and Municipal Services.

Fiscal Impact
Sufficient funding for the playground equipment is within the 2023/2024 Parks Maintenance budget, Repair and Maintenance of Playground Equipment.

Legal Review

The Legal Department concurs that the Council action complies with State Statute.

Proposal for

City of Idaho Falls

Prepared by

GREAT WESTERN RECREATION

03-12-2024
Job # 111810-02

20th Street Park Playground Option 1



GameTime
A PLAYCORE Company

714-331-8895 | www.gwpark.com







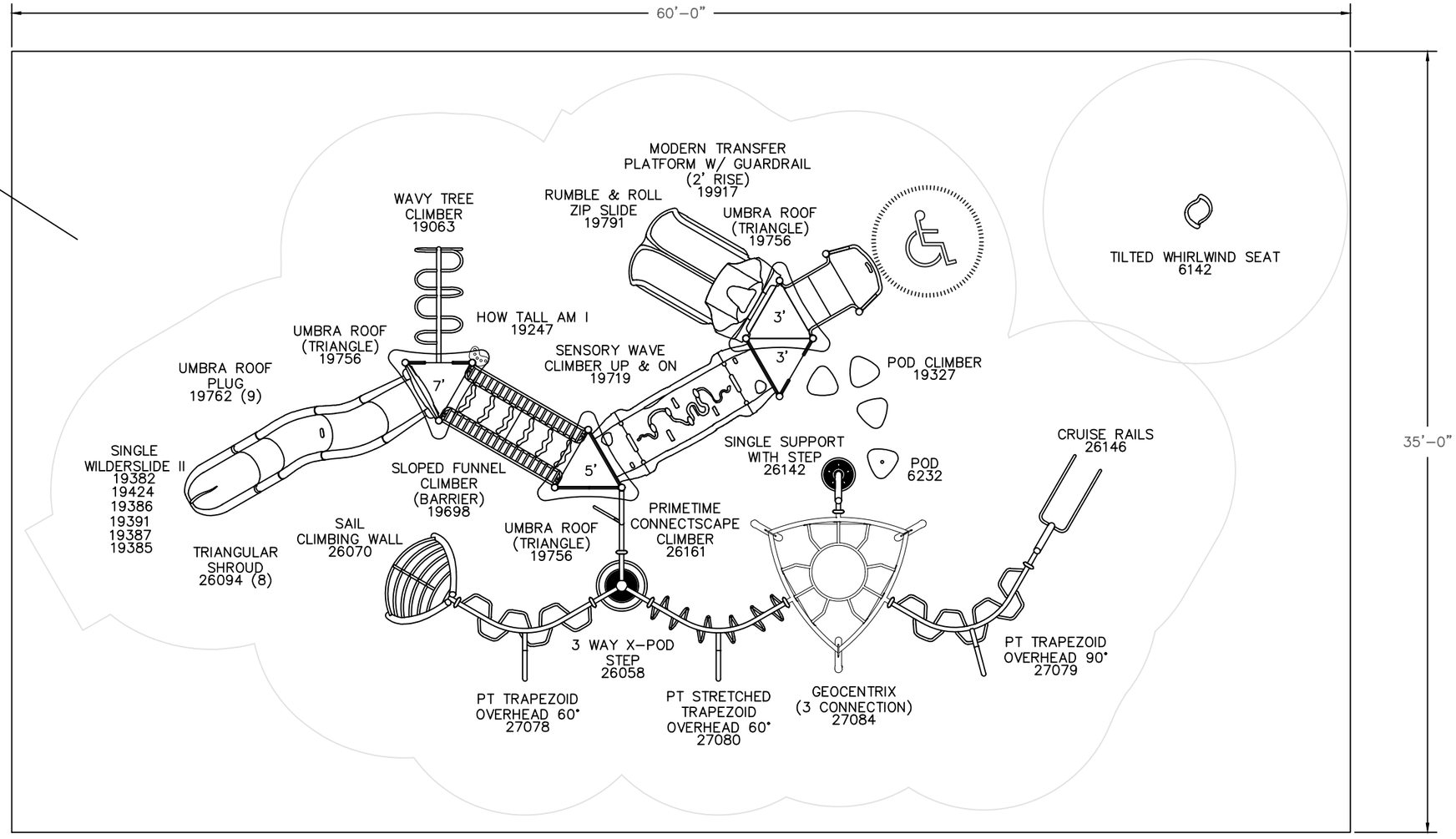








Area: Pit
SF: 2100
LF: 190



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Idaho Falls
20th Street Park
Idaho Falls, ID

Representative
Great Western Recreation

SALES REP
TAGGART CASTLETON
714-331-8895
TAGGART@GWPARK.COM

Total Elevated Play Components	7		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	7	Required	3
Total Accessible Ground Level Components Shown	9	Required	2
Total Different Types Of Ground Level Components	6	Required	2

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-

Scale: -

This drawing can be scaled only when in an 18" x 24" format

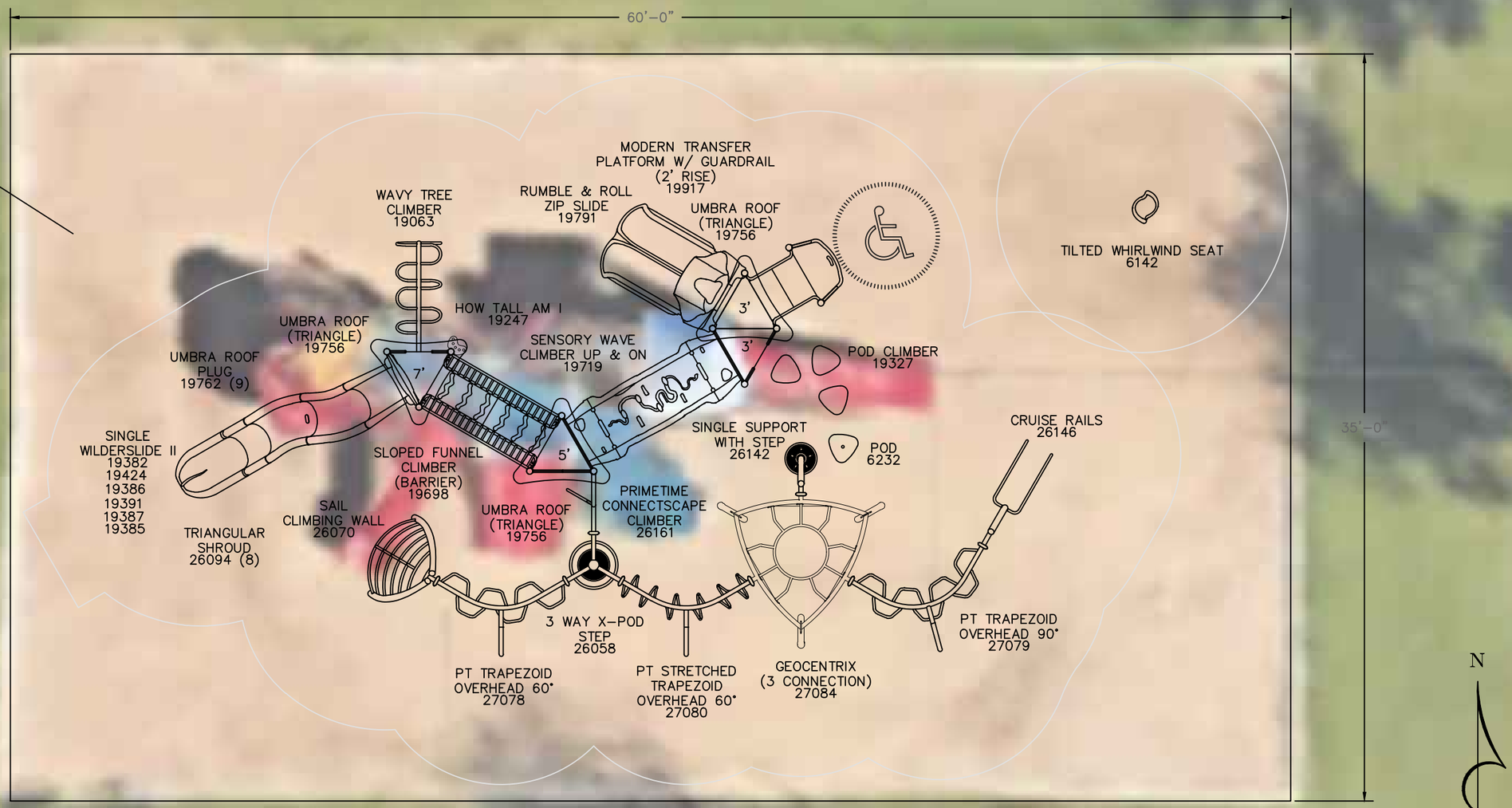
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
BW

Date:
3/7/24

Drawing Name:
111810-02-Opt 1

Area: Pit
SF: 2100
LF: 190



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Idaho Falls
20th Street Park
Idaho Falls, ID

Representative
Great Western Recreation

SALES REP
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714-331-8895
TAGGART@GWPARK.COM

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This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-

Scale: -

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Drawn By:
BW

Date:
3/7/24

Drawing Name:
111810-02-Opt 1

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/12/2024
Quote #
111810-02-01

20th Street Park Playground Option 1

City of Idaho Falls
Attn: Tyler Smith
2110 Rollandet
Idaho Falls, ID 83402
Phone: 208-360-0466
tsmith@idahofallsidaho.gov

Ship to Zip 83402

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	GameTime - Custom 5-12 Playground - • Drawing Reference #111810-02-Opt 1	$60,423.00	$24,951.31	$24,951.31
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	$991.00	$545.05	$545.05
1	EWF	GT-Impax - 104 CYS Engineered Wood Fiber- ****List Price $4,641.64, discounted per Omnia Contract** 2100 SF 12" Depth	$3,806.00	$3,806.00	$3,806.00
1	INSTALL	Install - Installation of EWF and Play Equipment - Regular Wages	$19,337.21	$19,337.21	$19,337.21
Contract: OMNIA		#2017001134		**Sub Total**	$48,639.57
				Freight	$8,181.20
				Total	**$56,820.77**

Comments

Your Sales Rep is Taggart Castleton. Please reach out to Taggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $868 plus tax if applicable.**

Shipping to:
2110 Rollandet
Idaho Falls, ID 83402

Site Address:
200 E 20th St.
Idaho Falls, ID 83404

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Regular Wages

Omnia Contract #4003751

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/12/2024
Quote #
111810-02-01

20th Street Park Playground Option 1

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/12/2024
Quote #
111810-02-01

20th Street Park Playground Option 1

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **$56,820.77** Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order.

OMNIA PARTNERS

Proposal for

City of Idaho Falls

Prepared by

GREAT WESTERN RECREATION

03-08-2024
Job # 111810-01

Capital Park Playground Option 1



GameTime
A PLAYCORE Company

714-331-8895 | www.gwpark.com









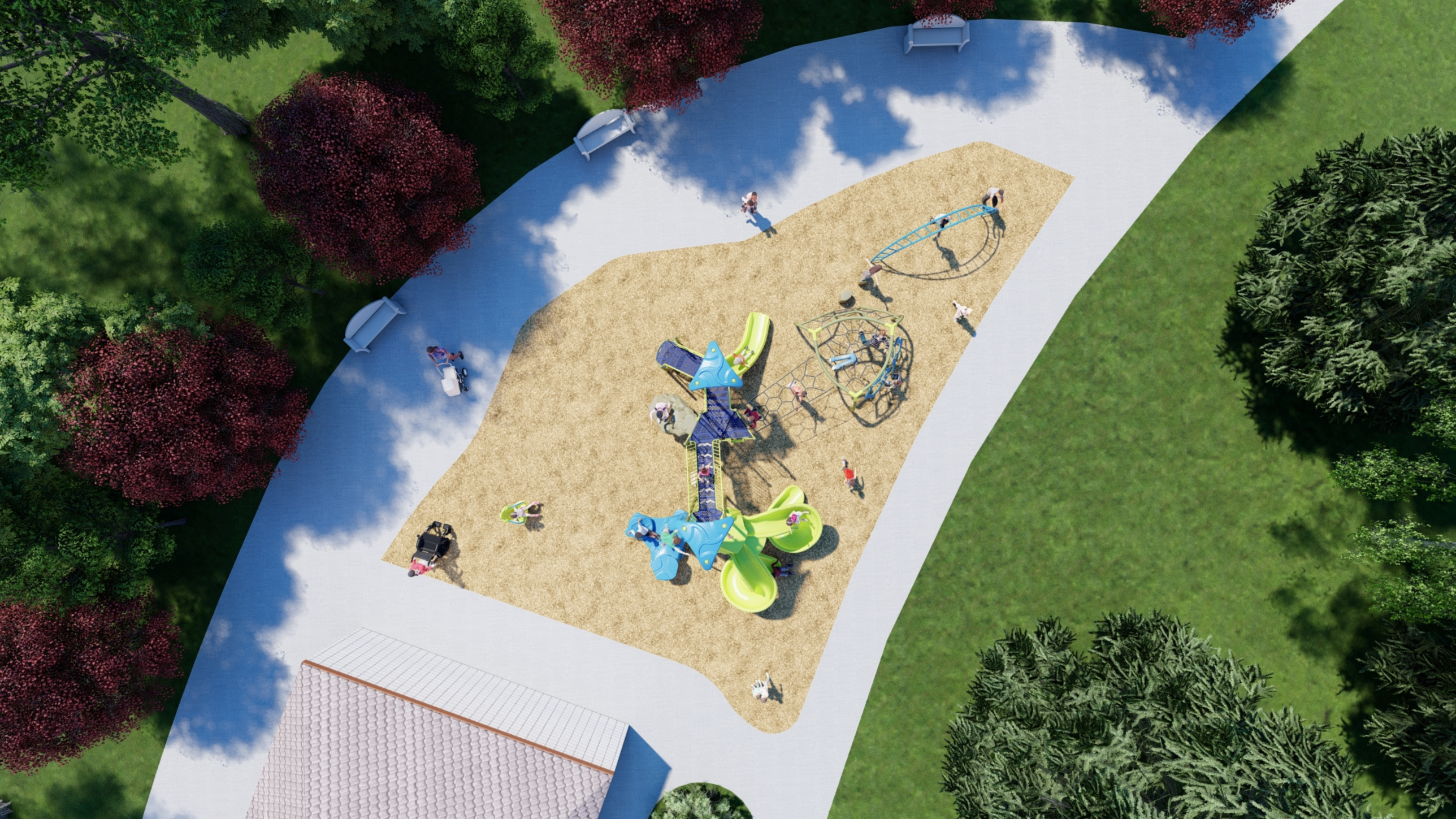


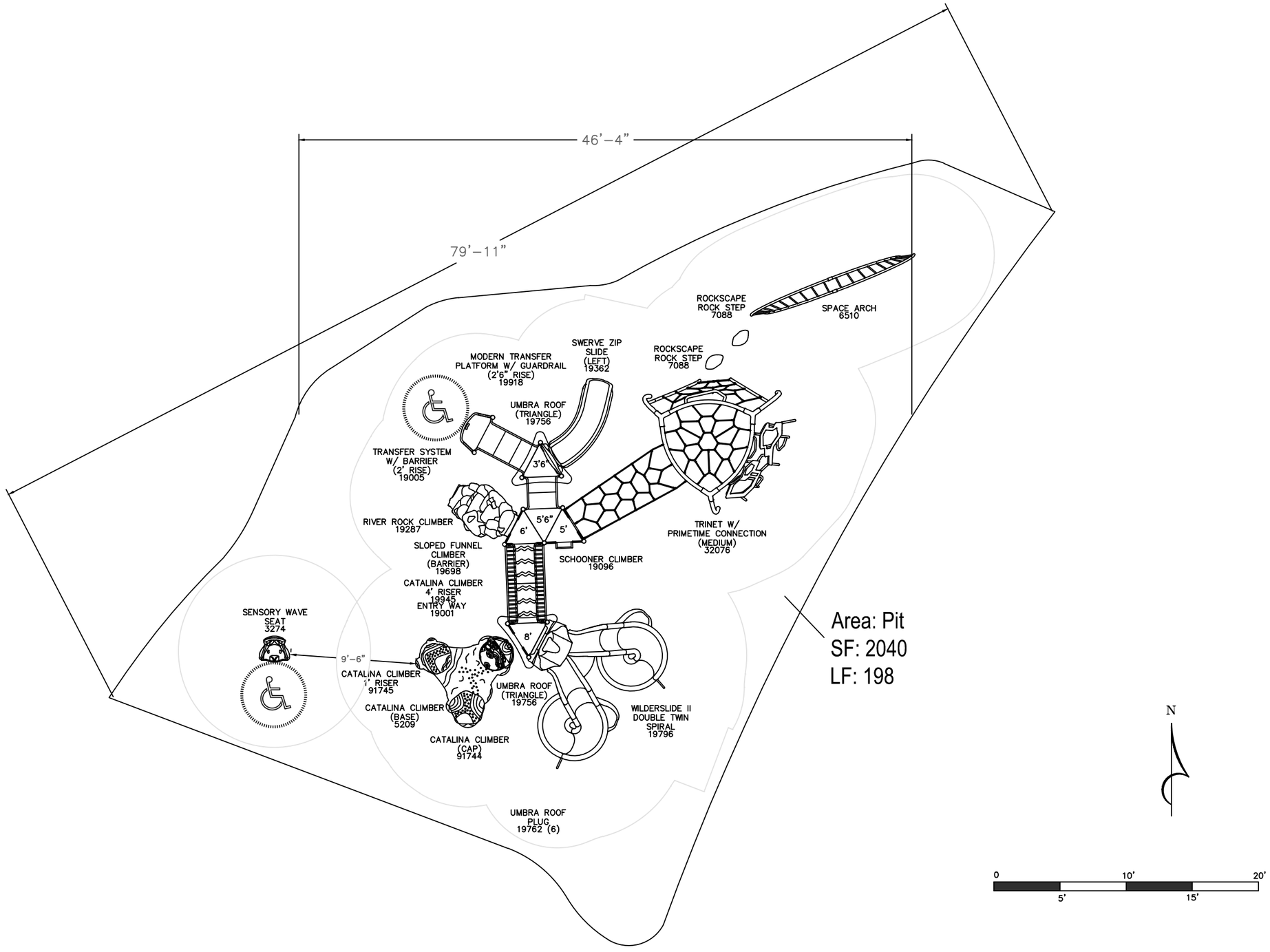












GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Idaho Falls
Capital Park Opt 1
Idaho Falls, ID

Representative
Great Western Recreation

SALES REP
TAGGART CASTLETON
714-331-8895
TAGGART@GWPARK.COM

Total Elevated Play Components	7		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	7	Required	4
Total Accessible Ground Level Components Shown	4	Required	2
Total Different Types Of Ground Level Components	3	Required	2

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-

Scale: -

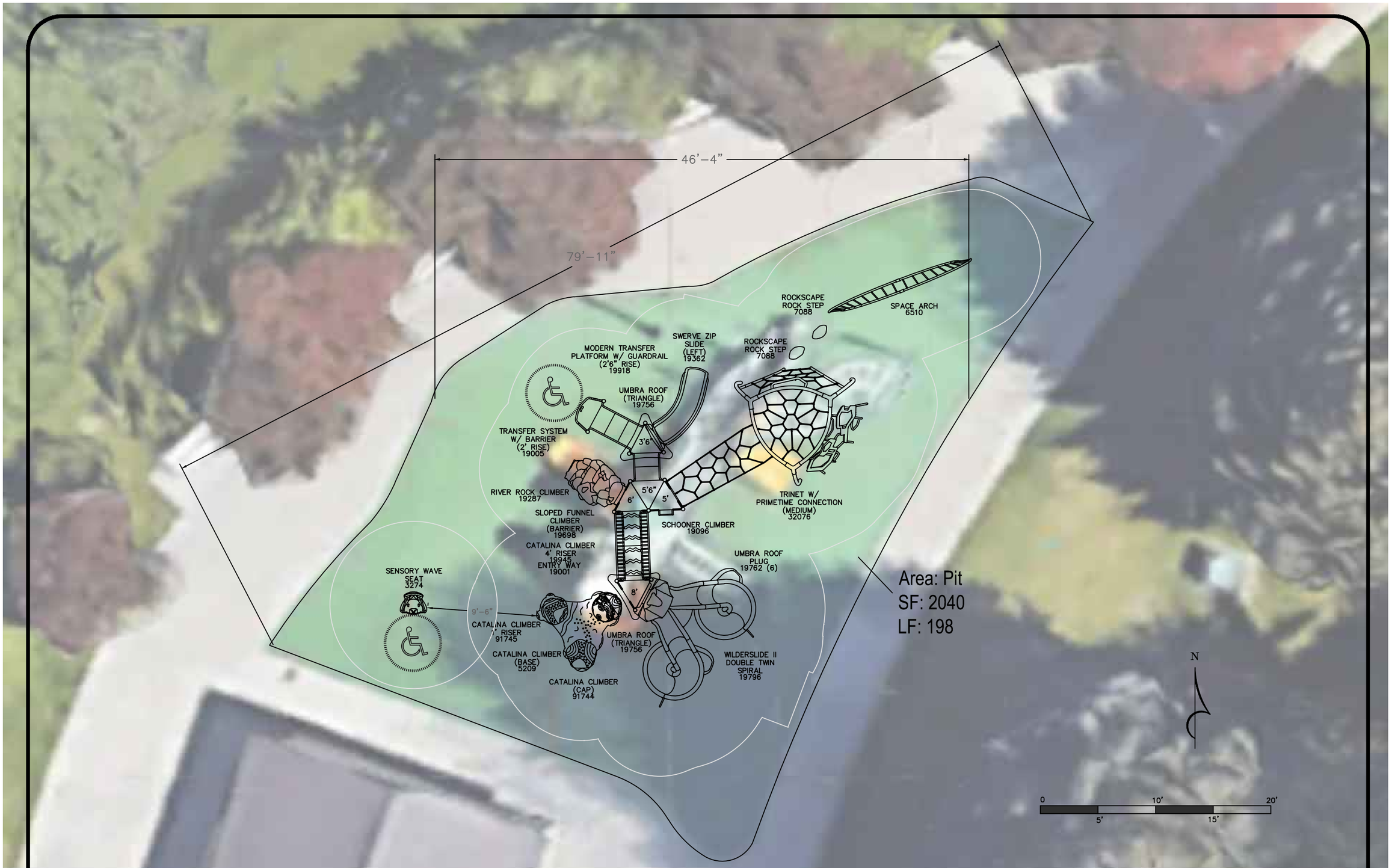
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
SB/BW

Date:
3/7/24

Drawing Name:
111810-01-Opt 1



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Idaho Falls
Capital Park Opt 1
Idaho Falls, ID

Representative
Great Western Recreation

SALES REP
TAGGART CASTLETON
714-331-8895
TAGGART@GWPARK.COM

Total Elevated Play Components	7		-
Total Elevated Play Components Accessible By Ramp	-	Required	4
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Total Accessible Ground Level Components Shown	4	Required	2
Total Different Types Of Ground Level Components	3	Required	2

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
SB/BW

Date:
3/7/24

Drawing Name:
111810-01-Opt 1

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03/08/2024
Quote #
111810-01-01

Capital Park Playground Option 1

City of Idaho Falls
Attn: Tyler Smith
2110 Rollandet
Idaho Falls, ID 83402
Phone: 208-360-0466
tsmith@idahofallsidaho.gov

Ship to Zip 83402

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	GameTime - Custom 5-12 Playground - • Drawing Reference #111810-01-Opt 1	$79,152.00	$48,949.68	$48,949.68
1	3274	GameTime - Sensory Wave Seat	$2,661.00	$2,182.02	$2,182.02
1	EWF	GT-Impax - 101 CYS Engineered Wood Fiber - ****List Price $4557.32, discounted per Omnia Contract** 2040 SF 12" Depth	$3,737.00	$3,737.00	$3,737.00
1	INSTALL	Install - Installation of EWF and Play Equipment - Regular Wages	$25,665.00	$25,665.00	$25,665.00
Contract: OMNIA		#2017001134		**Sub Total**	$80,533.70
				Freight	$9,401.74
				Total	**$89,935.44**

Comments

Your Sales Rep is Taggart Castleton. Please reach out to Taggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $1,375 plus tax if applicable.**

Shipping to:
2110 Rollandet
Idaho Falls, ID 83402

Site Address:
330 S Capital
Idaho Falls, ID 83402

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Regular Wages

Omnia Contract #4003751

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P.O. Box 680121
Fort Payne, AL 35967
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www.gwpark.com

03/08/2024
Quote #
111810-01-01

Capital Park Playground Option 1

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/08/2024
Quote #
111810-01-01

Capital Park Playground Option 1

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **$89,935.44** Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order.

Memorandum

File #: 24-197 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, April 3, 2024
DEPARTMENT: Public Works

Subject
1635 1st Street Right-of-Way Plat

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept the Right-of-Way Plat for 1635 1st Street and give authorization for Mayor and city staff to sign the document (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for your consideration is a Right-of-Way Plat for the northern portion of 1635 1st Street. The purpose of the plat is to transfer that portion of 1st Street shown in the plat as public right-of-way.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This Plat supports the community-oriented result of reliable public infrastructure by defining the right-of-way adjacent to the property in question.

Interdepartmental Coordination
Plat reviews have been conducted with all necessary city departments.

Fiscal Impact
There are no fiscal impacts to the City associated with accepting the proposed Plat.

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

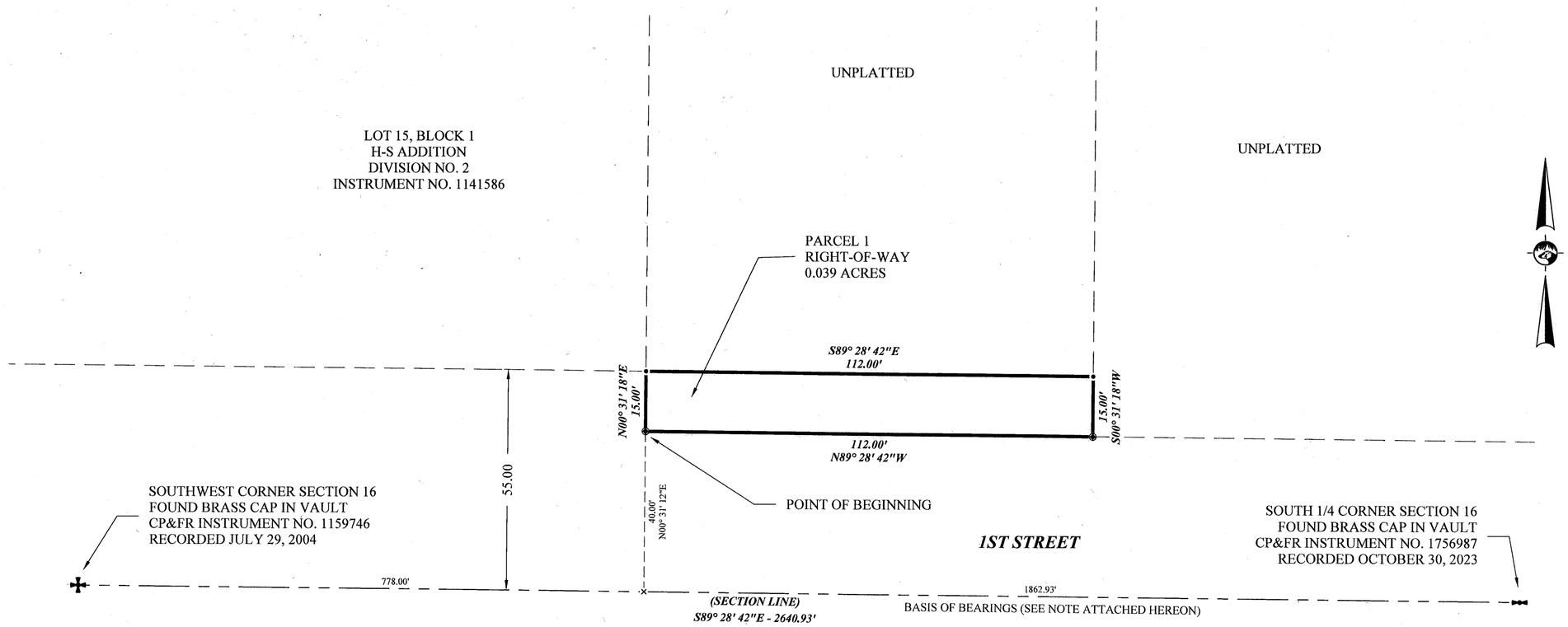
2024-018

BASIS OF BEARING NOTE

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (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.

1635 1ST STREET RIGHT-OF-WAY PLAT

A HIGHWAY RIGHT OF WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2
CITY OF IDAHO FALLS, BONNEVILLE COUNTY
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



SURVEY NARRATIVE

1. The purpose of this survey is to transfer that portion of 1st Street as shown hereon as public Right-of-Way.
2. Monuments found in conjunction with the ground survey fit record to a reasonable degree and were accepted as found. Documents used in conjunction with this survey include H-S Addition Division No. 2, Instrument No. 1141586; Record of Survey Instrument No. 1756653, Right of Way Deed Instrument No. 976237, and Warranty Deed Instrument Nos. 1344999 and 1757921.
3. Monuments associated with Record of Survey Inst. No. 1756653, were found in conjunction with the ground survey and fit record to a reasonable degree. These monuments were accepted as found and were utilized to establish the boundary as shown hereon.

LEGEND

- PLSS SECTION CORNER (AS NOTED)
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 10944" REPLACED WITH 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 14222"
- SET A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 14222"
- × CALCULATED POINT
- CP&FR CORNER PERPETUATION AND FILING RECORD
- RIGHT-OF-WAY BOUNDARY
- ADJOINING BOUNDARIES
- SECTION LINE
- SURVEY TIE

CITY RIGHT-OF-WAY ACKNOWLEDGEMENT

Pursuant to the requirements of I.C. §40-209(1)(e), the City of Idaho Falls does hereby duly acknowledge and accept the Right-of-Way shown on the accompanying plat this _____ day of _____, 202___.

_____ MAYOR

_____ CITY CLERK

_____ CITY ENGINEER
KENT J. FUGAL, PE 9247

_____ CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as 1635 1ST STREET RIGHT-OF-WAY PLAT, 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 LICENSED 14222 STATE OF IDAHO JUSTIN M. STEFFLER

_____ 3-21-24
Justin M. Steffler, P.L.S. 14222 Date

RECORDER'S CERTIFICATE

I hereby certify that the foregoing Highway Right-of-Way Plat, created pursuant to Idaho Code, Title 40, Chapter 2, named 1635 1ST STREET RIGHT-OF-WAY PLAT, was filed in the Office of the Recorder of Bonneville County, Idaho.

_____ DATE_____
BONNEVILLE COUNTY RECORDER

20 0 20 40 60
GRAPHIC SCALE – FEET 1" = 20'

TITLE	1635 1ST STREET RIGHT-OF-WAY PLAT
DATE:	03/20/24 DRAWN/CHK BY: PS/JS
PROJECT:	23176/T2NR38E/S16

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

PAGE 1 OF 1

1/4	SEC	T	R
☒	16	2N	38E

Memorandum

File #: 24-198 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, April 3, 2024
DEPARTMENT: Public Works

Subject
Development Agreement for City of Ammon, Riviera Park Subdivision

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Riviera Park Subdivision Development Agreement and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Riviera Park Subdivision is a development within the City of Ammon adjacent to 25th East (Hitt Road) and north of Lincoln Road. The Agreement identifies developer responsibilities including the design and construction of road improvements for 25th East (Hitt Road). Specific requirements are covered within Exhibit B, Special Conditions of the Agreement.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The Agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure and transportation by ensuring that new development participates financially in constructing required infrastructure.

Interdepartmental Coordination

Reviews have been conducted with all necessary city departments to ensure coordination of proposed improvements.

Fiscal Impact

Idaho Falls has no financial obligation for this development

Legal Review

The Agreement was prepared by the City Attorney Department

DEVELOPMENT AGREEMENT
AMMON, IDAHO, RIVIERA PARK SUBDIVISION

This DEVELOPMENT AGREEMENT RIVIERA PARK SUBDIVISION ("AGREEMENT"), made this _____ day of_____, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and RIVIERIA PARK, LLC, ("DEVELOPER"), whose mailing address is 2262 1200 W., No. 102, Woods Cross, Utah 84087.

W I T N E 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 contiguous with the corporate limits of CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

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

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

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the

Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, 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.

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

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

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

Falls, Idaho.

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

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

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

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

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

City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

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

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

9. 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.

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

11. Relocation of Power Lines. DEVELOPER shall relocate, at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements

related to this Subdivision, as shown on the Improvement Drawings.

12. 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.

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

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

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

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

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

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

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

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

15. 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.

16. Recording Fees. Prior to the execution and approval of this AGREEMENT,

DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office.

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

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

19. 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.

20. 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.

21. 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.

22. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People’s Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People’s Republic China.

23. 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.

24. 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.

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

[Intentionally Blank – Signature Page Follows]

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

ATTEST:

_____
Corrin Wilde, City Clerk

CITY OF IDAHO FALLS, IDAHO

By_____
Rebecca L. Noah Casper, Ph.D., Mayor

RIVIERA PARK, LLC

By _____
Rich Day, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

_____
Notary Public of Idaho
(Seal) Residing at:_____
My Commission Expires:_____

STATE OF _____)
) ss:
County of_____)

On this _____day of _____, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Rich Day, known or identified to me to be an authorized signatory and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

_____
Notary Public of Idaho
(Seal) Residing at:_____
My Commission Expires:_____

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
RIVIERA PARK SUBDIVISION

A part of Teton Commercial Park Subdivision recorded February 5, 2019 as Instrument No. 1601448 of the Official Records of Bonneville County, Idaho, along with more land, being a part of the Southwest Quarter of Section 10, Township 2 North, Range 38 East, Boise Meridian, U.S. Survey, in the City of Ammon, Bonneville County, Idaho:

Beginning at the Northwest Corner of said Teton Commercial Park Subdivision on the East line of 25th East Street (Hitt Road) as it exists at a 40.00 foot half-width; located 40.00 feet South 89°42'17" East along the Quarter Section Line; and 522.71 feet South 0°08'11" West along the East line of said 25th East Street from an existing Aluminum Cap Monument found marking the West Quarter Corner of said Section 10; and running thence North 0°08'11" East 199.93 feet along said East Line; thence South 89°51'49" East 274.07 feet; thence South 0°08'11" West 342.21 feet; thence South 89°51'49" East 275.26 feet; thence North 0°08'11" East 638.46 feet to the South Line of a 2015 Warranty Deed recorded as Instrument Number 1499219 of Official Records of Bonneville County; thence South 89°42'17" East 623.17 feet along said South Deed Line to the East Line of said Teton Commercial Park Subdivision extended North; thence South 0°11'56" West 2008.13 feet to and along the East line of said Subdivision; thence along the boundary of said Subdivision the following nine courses: South 89°51'48" East 168.06 feet; South 0°08'12" West 222.95 feet; South 44°24'42" West 27.92 feet; South 89°51'47" East 339.16 feet; South 1°17'26" West 113.08 feet; North 89°52'08" West 90.00 feet; South 0°07'07" East 176.00 feet to the North line of Lincoln Street as it exists at a 68.00 foot half-width; North 89°52'07" West 1554.03 feet along said North line; North 40°03'42" West 19.39 feet to said East line of said 25th East Street; and North 0°08'11" East 2031.00 feet along said East line to said Northwest Corner of said Teton Commercial Park Subdivision and the point of beginning.

EXHIBIT "B"
SPECIAL CONDITIONS
RIVIERA PARK SUBDIVISION

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

S.C. 2.00 Development Access. CITY acknowledges that DEVELOPER or DEVELOPER's assigns have the right to develop in the City of Ammon, Idaho (subject to City of Ammon, Idaho, approval), and shall have access to 25th East/Hitt Road by this AGREEMENT and as defined in the Traffic Impact Study.

S.C. 3.00 25th East/Hitt Road Improvements. It shall be the responsibility of DEVELOPER to bear the cost of the design and construction of the East half of 25th East/Hitt Road improvements along the Subdivision frontage with 25th East/Hitt Road. The 25th East/Hitt Road improvements shall include asphalt pavement; sidewalk; ADA curb ramps; curb and gutter; storm drainage; excavation; soft spot repair; striping; landscaping; illumination; and irrigation, including all utility relocations necessary for a complete installation of required public improvements. The required road improvements agreed to herein shall be designed and constructed in accordance with CITY Standard Drawings and Engineering Specifications. The pavement thickness for 25th East/Hitt Road shall be four inches (4.5") of plant mix pavement over eight inches (8") of three-quarter inch (¾") crushed aggregate base material, over fifteen inches (15") uncrushed aggregate subbase and shall include placement of subgrade separation geotextile, Class Two.

As the street illumination for this roadway is to be constructed on the West side of 25th East, DEVELOPER cannot provide for the installation of the roadway illumination, as the road right-of-way is unavailable along the North One Thousand One Hundred Thirty feet (1,130') of this Project. DEVELOPER shall pay in leu of construction for one half (1/2) of the cost to design and construct One Thousand One Hundred Thirty feet (1,130') of the street illumination. Developer's estimated cost for this work is Ninety-Nine Thousand Two Hundred Fifty Dollars ($99,250.00). DEVELOPER acknowledges that the installation of the illumination will be completed at a future date when CITY determines that the connection is necessary.

Prior to issuance of Building Permits requiring access from 25th East, DEVELOPER will make the in-leu payment referenced above and complete the road construction or provide CITY a Subdivision Guarantee of Completion for this road construction. All costs associated with maintaining the Subdivision Guarantee of Completion shall be borne by DEVELOPER.

S.C. 4.00 25th East/Hitt Road Sidewalk and Landscape Strip Maintenance. DEVELOPER or DEVELOPER's successor's, heirs, or assigns shall be perpetually responsible for the maintenance and repair of the curb and gutter, sidewalk landscape strip, and irrigation along the Subdivision frontage of 25th East/Hitt Road.

Memorandum

File #: 24-199 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, April 4, 2024
DEPARTMENT: Public Works

Subject
Professional Services Agreement with Atlas Technical Consultants, LLC., for Construction Engineering and Inspection for the Meppen Canal Trail 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 and City Clerk to execute the document (or take other action deemed appropriate).

Description, Background Information & Purpose
The purpose of this Agreement is to establish a contract to provide construction engineering and inspection assistance for the Meppen Canal Trail project.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

This Agreement supports the community-oriented result of livable community by ensuring construction activities associated with the Meppen Canal Trail meet contract requirements.

Interdepartmental Coordination
Interdepartmental coordination has taken place as necessary.

Fiscal Impact
The cost to perform services is a not-to-exceed amount of $90,749.00. Funding to complete this work will be provided by the Parks Department with reimbursement from the Federal Transportation Alternative Program (reimbursement rate at 92.66%). Sufficient funding and budget authority exist to complete the work associated with the Agreement.

Legal Review

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

2-38-21-1-PRK-2018-40
2024-019

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 96819

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 #
OFFSYS, MEPPEN CANAL TRAIL, IDAHO CANAL TO 25TH EAST	A023(696)	23696

SUBCONSULTANTS

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

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Lisa Popoff, Federal-aid 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 **3/31/2025**.

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: **$90,749.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$90,749.00**

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 **$90,749.00** to perform the work of this Agreement.

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: SVP - Regional Director of Operations

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 FOR CONSTRUCTION
ENGINEERING, INSPECTION, AND TESTING (CEI&T) SERVICES

DATE: December 15, 2023
PROJECT NAME: Meppen Canal Trail & Bridges, Idaho Falls
PROJECT NO.: A023(696)
KEY NO.: 23696

This scope of work is to provide Construction Engineering, Inspection, Sampling and Testing (CEIS&T) Services limited to contract administration, inspection, sampling/testing, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Meppen Canal Trail & Bridges project located in Idaho Falls, Idaho for the City of Idaho Falls, ID (SPONSOR). Atlas Technical Consultants LLC (CONSULTANT) intends to provide the LHTAC with experienced administration and inspection/sampling personnel for this project. Through this contract, Consultant will inspect and document to Idaho Transportation Department (ITD) or ISPWC standards, the activities associated with the project to the level necessary to administer the contract. CONSULTANT's role is limited to the scope of services described herein and is working under the authority of the LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

Project Schedule- CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's submittal and construction schedule. It is anticipated that CONSULTANT will be engaged in CEI services between the dates of February, 2024 and August, 2024 based on the anticipated construction schedule and contract documents. Manhour estimates have been based on an anticipated 100 working days for the Contractor. Additional compensation will be considered and negotiated in a mutually agreeable manner with the CONSULTANT for additional work that may result due to Contractor exceeding 100 working days or schedule impacts beyond the control of the CONSULTANT.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration**- CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the LHTAC and the City of Idaho Falls, ID. The following sub-tasks represent a partial list of the activities necessary to administer the contract.

    1.1. Submittal Log & Minimum Testing Requirements (MTR's)- LHTAC will develop a list of required submittals for the project prior to start of construction. CONSULTANT will assist to track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. LHTAC will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing samples and reporting results.
    Performance Assumptions:

i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer.

1.2. Pre-construction Conference- CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.
Performance Assumptions:
i. Coordination of meeting with the City of Idaho Falls, LHTAC, and Utilities.
ii. Prepare and distribute meeting minutes.

1.3. Labor Compliance- The Prime Contractor's certified payroll wage rates will be checked against contract requirements, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.
Performance Assumptions:
i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification and pay scales.
ii. Maintain records in compliance with Title VI requirements.
iii. Fill out ITD-2002 and submit with weekly Contractors Payroll

1.4. Civil Rights Compliance - Employee interviews and review of contractor civil rights postings will be provided per the Construction Administration Manual. The LHTAC Resident Engineer will be notified of instances of non-compliance.
Performance Assumptions:
i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.

1.5. Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.
Performance Assumptions:
i. Maintain project filing system electronically using ProjectWise.
ii. Address periodic review comments.

1.6. Progress Estimate Preparation- For each scheduled progress estimate, documentation will be prepared by the Contractor and reviewed by the Consultant and presented to the LHTAC Resident Engineer. Final check and authorization will be by LHTAC. Materials test reports and certifications will be checked and posted into ProjectWise.
Performance Assumptions:
i. Review monthly pay estimate package and verify quantities.

1.7. Materials Certifications- Certifications, as required by bid item, will be requested for certain materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.8. Contract Changes- Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9. Pre-paving Meeting- CONSULTANT will facilitate a pre-paving meeting with the Contractor.

1.10. Progress Meetings- Periodic progress meetings will be held on site or at a location agreed to by the Contractor, Sponsor and Consultant.
Performance Assumptions:

i. Attend and coordinate periodic progress meetings.
ii. Prepare minutes for distribution and review.

1.11. Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the LHTAC Resident Engineer upon reaching the expended contract amount.

1.12. Change Orders - CONSULTANT will submit Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders.
Performance Assumptions:

i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer personnel and prepare the ITD 2317 change order form and backup information for review by the LHTAC Resident Engineer.

1.13. Contract Submittal Review- Contract submittals will be reviewed as necessary. It is understood that all interpretations and clarifications will be directed to the LHTAC Resident Engineer and the Design Engineer of Record as necessary.
Performance Assumptions:

i. Traffic Control Plans - Contractor Submitted Traffic Control Plans will be reviewed for compliance with MUTCD and ISPWC specifications.
ii. Schedule Review - The Contractor's submitted preliminary progress schedule, schedule of submittals and schedule of values will be reviewed for contract compliance and accuracy.
iii. Submittals - CONSULTANT will review submittals for material to be incorporated into the project per the specifications.
iv. Interpretations and Clarifications - It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the Resident Engineer prior to final decision.
v. Shop Drawings - CONSULTANT will transmit shop drawings for their review and approval and/or review shop drawings for compliance with ISPWC/ITD Standards. CONSULTANT will notify the LHTAC Resident Engineer when shop drawings are transmitted for external review.
vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.

vii. Contractor Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.

viii. Contractor concrete mix designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Materials Engineer per the QA Manual requirements.

ix. CONSULTANT will check items found on the ITD Qualified Products List before they are incorporated into the project.

x. CONSULTANT will review the Pollution Prevention Plan (PPP) and recommend corrections to the LHTAC Resident Engineer and Contractor.

1.14. Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained. (task not anticipated)

2. **Survey Control**- N/A

3. **Project Inspection** - Inspection will be performed by CONSULTANT on an as needed basis.

3.1. Inspector Diaries – reports will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Inspection is only anticipated to occur on an average of 2-3 times per week. Project diaries will only be completed for days CONSULTANT is onsite. Diaries will not be developed for purpose of tracking time. The ITD 2242 Time Accounting form will be used to track chargeable days. Project diaries will be maintained in the project files. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.2. Project files will be maintained and copies will be uploaded to ProjectWise. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.3. Identify and Recommend Corrections- Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.

3.4. Pay Quantity Collection- Pay documents will be provided by Contractor and quantity measurements will be checked for accuracy.

3.5. Environmental & Erosion Control Monitoring –

Performance Assumptions:

i. If a SWPPP is required for the referenced project, the CONSULTANT

will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will monitor the Contractor's compliance with all permits and storm water plans

ii. Consultant will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise for the LHTAC Resident Engineer's review and approval.

iii. This scope includes one inspection per week with one additional inspection per month for storm driven events. The scope includes 1 hour per inspection. The scope does not include monthly inspections after the final stabilization measures are in place. Additional inspections will be negotiated as supplemental work.

4. **Materials Sampling & Testing**- CONSULTANT will provide and coordinate materials sampling and testing services as required by ISPWC/ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

   4.1. CONSULTANT will provide materials technician for acceptance sampling & testing for embankment, aggregates, concrete, plant mix, etc. will be per the Contract documents.

   4.2. Schedule for Sampling – The LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.

   4.3. Acceptability of "or-equal" Products- CONSULTANT will evaluate and make a recommendation regarding the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Record Drawings & Project Close-Out** –CONSULTANT will review the As-built drawings submitted by the Contractor. At project close-out, all records will be finalized, and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance within 30 days of project completion date.

   Performance Assumptions:

   5.1. Verify that necessary documents have been received for submission of contractor's affidavit of payment.

   5.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

   5.3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required.

5.4. Participate in a final inspection, to include representatives from the SPONSOR and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor.

5.5. CONSULTANT will review As-built record plans received from the Contractor. CONSULTANT will forward to LHTAC record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor.

5.6. Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work complete date or after final documentation has been submitted by the Contractor.

6. **Professional Service Fee**- Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing. 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 herein.

7. Key Understandings-

7.1. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a camera and cellular phone and personal protective equipment as required by the project.

7.2. All work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

7.3. It is anticipated that construction will occur between the dates of February, 2024 and August, 2024 based on the anticipated construction schedule and contract documents. Manhour estimates have been based on an anticipated 100 working days for the Contractor. Additional time will be negotiated as a supplemental.

7.4. Scope has been developed with the understanding that Agreement is for Time and Materials with a Not-To-Exceed Amount. Not all Direct Costs associated with the Project may be noted within the scope and estimate but may be subject to reimbursement pending approval by Resident Engineer and provision of receipt for costs.

7.5. The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. It may be necessary to modify this scope or work due to changes in the Contractor's schedule or for work beyond the control of the CONSULTANT. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities. No extra work will begin until a supplemental agreement is approved.

7.6. LHTAC will provide plans and specifications/contracts to the CONSULTANT.

7.7. Change Orders as referenced in Subtask 1.12 (i) will be anticipated at up to 2 change order(s) required for this project. Should the magnitude or number of the change orders required exceed what is estimated additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

7.8. Claims as references in Subtask 1.12 (ii) are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

PROJECT LOCATION: Meppen Canal Trail & Bridges

PROJECT NUMBER: A023(696)

PROJECT KEY NUMBER: 23696

ATLAS TECHNICAL CONSULTANTS - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days		Man-Hours		Raw Hrly Rate	2.4653 Loaded Hrly Rate		Loaded Labor Cost
1	Proj. Manager / Docs Mngmnt	Deven Elison	23	=	185	@	$78.00	$192.29	= $	35,573.65
2	Inspector	Troy Posio	36	=	289	@	$48.00	$118.33	= $	34,197.37
3	Lead Tech	Brock Thornock	10	=	80	@	$46.00	$113.40	= $	9,072.00
4	Admin	Tyra Hall	2	=	16	@	$33.00	$81.35	= $	1,301.60
					TOTAL LOADED LABOR COST				**= $**	**80,144.62**

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

Approved Overhead Rate **119.88%**

C. NET FEE *** **12.00%**

D. FCCM **0.26%**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount			Unit Cost		Estimated Expense
1	Vehicle Mileage (Round Trip Mileage Shown)						
	Project Manager	4 Trips	560 Mi	2,240	@ $ 0.655	= $	1,467.20
	Lead Inspector	72 Trips	15 Mi	1,080	@ $ 0.655	= $	707.40
	Lead Technician	24 Trips	15 Mi	360	@ $ 0.655	= $	235.80
2	Direct Expenses						
	Per Diem Meals		1 Days		@ $ 59.00	= $	59.00
	Lodging		1 Nights		@ $ 98.00	= $	98.00
3	Materials Testing						
	5-Point Proctor (ITD-898)			2	@ $ 331.26	= $	662.52
	1-Point Proctor (ITD-850)						
	1 Point Method			9	@ $ 169.21	= $	1,522.89
	Moisture Content			9	@ $ 70.26	= $	632.34
	Sieve Screening			9	@ $ 144.31	= $	1,298.79
	T-74 Agg Density (ITD-850)						
	Sieve (Screening)			2	@ $ 144.31	= $	288.62
	Moisture Content			2	@ $ 70.26	= $	140.52
	Gradation/SE - GSB (ITD-857/ITD-901)						
	Moisture Content				@ $ 70.26	= $	-
	Sand Equivalent				@ $ 150.57	= $	-
	Sieve-Coarse				@ $ 213.32	= $	-
	Sieve-Fine				@ $ 144.31	= $	-
	Gradation/SE/FF - 3/4" Agg (ITD-857/ITD-901)						
	Moisture Content				@ $ 70.26	= $	-
	Sand Equivalent				@ $ 150.57	= $	-
	Sieve-Coarse				@ $ 213.32	= $	-
	Sieve-Fine				@ $ 144.31	= $	-
	Fracture Face				@ $ 150.57	= $	-
	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)			6	@ $ 82.64	= $	495.84
	AntiStrip (ITD-859)			1	@ $ 139.86	= $	139.86
	NCAT Correction Factor (ITD-917)				@ $ 559.43	= $	-
	HMA Core: Unit Wt/Avg Density, Dia, Hght (ITD-892)			3	@ $ 123.27	= $	369.81
	Production Tests for Loose Mix Asphalt (ITD-777)						
	HMA Moisture				@ $ 70.26	= $	-
	Asphalt Content				@ $ 220.85	= $	-
	Mechanical Analysis (Sieve)				@ $ 213.32	= $	-
	Density - Gyro Puck				@ $ 220.85	= $	-
	Spec Grav Bulk - Compacted HMA (Gmb)				@ $ 123.27	= $	-
	Spec Grav Max - Rice (Gmm)			1	@ $ 220.85	$	220.85
	Rapid Dry of HMA Core (CoreDry)				@ $ 250.41	$	-
	Rapid Dry of HMA Core (CoreLok)				@ $ 197.41	$	-
						$	**10,604.27**

F. SUBCONSULTANTS**

1	= $	-

TOTAL = $90,748.89

4.00 Months

18.00 Weeks

100.00 Working Days

Atlas - Project Personnel

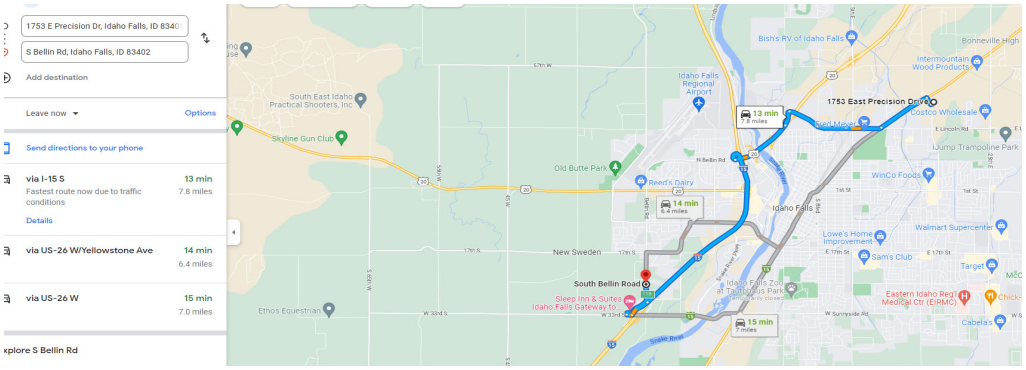
Construction for 100 Working Days, CE&I = 3 months

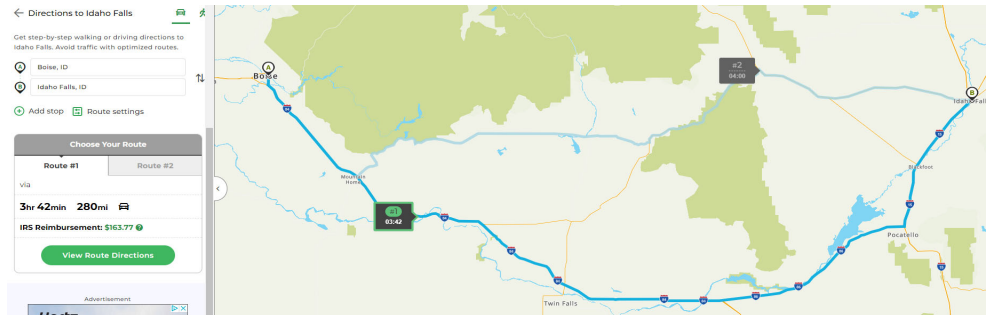
		Deven Elison	Troy Posio	Brock Thornock	Tyra Hall			
		Proj. Manager / Docs Mngmnt	Inspector	Lead Tech	Admin	ATLAS TOTAL	NOTES	Trips
1.0	**Construction Administration**							
1.01	Submittal Log & MTR's	8.0				**8.00**	2 hours for MTR, 30 min weekly log review & update	
1.02	Pre-Construction Conference	8.0	4.0			**12.00**	prepare & coord agenda, travel, meeting, prepare and distribute minutes	
1.03	Labor Compliance	18.0	8.0			**26.00**	1hr/wk cert pay, 2hr/month Title VI and labor interviews	
1.04	Civil Rights Compliance	1.0	3.0			**4.00**	3 project board checks throughout project.	
1.05	Filing & Records Verification	9.0				**9.00**	0.5 hr/wk PM	
1.06	Progress Estimate Preparation	10.0				**10.00**	4 estimates, 2.5 hrs/est	
1.07	Materials Certifications	9.0				**9.00**	0.5hr/wk PM review	
1.08	Contract Changes	8.0				**8.00**	2hrs/mo tracking & records	
1.09	Pre-Pave Meeting	8.0	4.0			**12.00**		
1.10	Progress Meetings	10.0	10.0			**20.00**	8 bi-weekly meetings held virtually; 1 hrs/mtg	
1.11	Monthly Invoices	8.0			16.0	**24.00**	2 hrs/mo PM; 4 hrs/mo for 4 invoices	
1.12	Change Orders	10.0				**10.00**	5 hrs/change order	
1.13	Contract Submittal Review	12.0				**12.00**	0.75hr/wk PM review	
1.14	Public Relations					**-**	not anticipated	
		119.00	**29.00**	**-**	**16.00**	**164.00**		
2.0	**Survey Control**							
2.10	Survey Control					-	not anticipated	
		-	**-**	**-**	**-**	**-**		
3.0	**Project Inspection**							
3.10	Inspector Diaries		216.00	32.00		**248.00**	18 weeks, avg of 12/hr week inspection + (4 days of addtn'l paving inspection @ 8hr/day)	
3.20	Maintain Project Files	10.0				**10.00**	0.5hr/wk PM	
3.30	Identify and Recommend Corrections	10.0				**10.00**	0.5hr/wk review PM	
3.40	Pay Qty Collection	6.0	18.00			**24.00**	1 hrs per wk plus review	
3.50	Enviro & Erosion Control Monitoring	6.0	18.00			**24.00**	1 hrs per wk plus review	
		32.00	**252.00**	**32.00**	**-**	**316.00**		
4.0	**Materials Sampling & Testing**							
4.10	QA and Verification Sampling & Testing			48.00		**48.00**	See Testing Breakout for Trips/Hours	
4.20	Schedule for Sampling		8.00			**8.00**	0.5 hr/wk for follow-up	
4.30	Acceptability of "or-equal" Products	4.0				**4.00**	.25 hr/wk	
		4.00	**8.00**	**48.00**	**-**	**60.00**		
5.0	**Record Drawings & Project Close-Out**							
5.10	Verify documents received	4.0				**4.00**		
5.20	Verify bonds, docs & certs are on file.	4.0				**4.00**		
5.30	Substantial Completion Inspection	8.0				**8.00**	PM will attend substantial completion walk- thru	
5.40	Final Inspection					**-**	City will handle final inspection on behalf of PM	
5.50	Review As Builts	2.0				**2.00**		
5.60	Final Closeout / Internal Audit	12.0				**12.00**		
		30.00	**-**	**-**	**-**	**30.00**		
	Total Labor Hours	**185.00**	**289.00**	**80.00**	**16.00**	**570.00**		
	Admin Hrs/Day	2.48	0.48	-	0.27			
	Inspection Hrs/Day	0.60	4.33	1.33	-			

PROJECT LOCATION: Meppen Canal Trail & Bridges
PROJECT NUMBER: A023(696)
PROJECT KEY NUMBER: 23696
QA MANUAL: 2020

Bid Item Number	Description	Bid Quantity	Type of Test	Testing Frequency			Estimated Number of Tests	Estimated Trips Required	Estimated Hours per Trip	Total Hours per Trip	Notes
706.4.1.A.7	Curb and Gutter	527.00 FT	Density	1	Project					0	No density per MTR.
706.4.1.E.1.a	Concrete Sidewalks 4"	391.00 SY	Density	1	Project		1	1	2	2	1 subgrade density per project per MTR.
706.4.1.E.1.b	Concrete Sidewalks 5"	48.00 SY	Density	1	Project		1	1	2	2	1 subgrade density per project per MTR.
706.4.1.E.1.b	Concrete Sidewalks 7"	57.00 SY	Density	1	Project		1	1	2	2	1 subgrade density per project per MTR.
S703	Concrete Retaining Wall	294.00 SF	Density	1	Project		1	1	2	2	1 subgrade density per project per MTR.
S706	Thickened Edge Concrete Walk	130.00 SF	Density	1	Project		1	1	2	2	No density per MTR but should assume 1 subgrade density/project.
S800	Pathway	1,102.00 LF	HMA								Accepted by Cert per MTR. No testing.
			Aggregate								Accepted by Cert per MTR. No testing.
S2100A	Structure Excavation	161.00 CY	Density	1	Abutment		2	2	2	4	1 subgrade density per abutment
S2100B	Compacting Backfill	116.00 CY	Density	1	Abutment		2	2	2	4	1 backfill density per abutment
S2100C	Concrete CL40F	52.00 CY	Batch Plant Inspectio	1	Project						
& S2100G	Concrete for Steel Bridge		Course & Fine Aggs	1	Project		1	1	4	4	1 per Project
& S2100H	Concrete for Steel Bridge		Cement & Fly Ash	1	Project						
			Field Tests (ITD 70)	1	Placement		8	8	2	16	1 per day of concrete placement, assume 4 different pours per bridge
			Surface Resistivity								
										0	
801.4.1.A1	6" Minus Uncrushed Agg Base	13.00 CY	Density	1	Project		1	1	2	2	1 density test per MTR qty.
			Aggregate	1	Project					0	Gradation by Contractor.
802.4.1.A.1	Crushed Agg for Base Ty I	13.00 CY	Density	1	Project		1	1	2	2	1 density test per MTR qty.
			Aggregate	1	Project					0	Gradation by Contractor.
810.4.1.A.1	Plant Mix Pavement	11.00 Ton									Pavement accepted via Mix Design Review and ITD 851 Certification. QC testing required at least 1/500Ton.
			Binder	1	Project		1	1	2	2	Accepted by Cert. Assume obtain 1 sample for verification
			Oil Content	1	Project					0	By Contractor.
			Gradation	1	Project						By Contractor.
			Rices	1	Project						1 Loose Mix for Rice by Atlas (Time for sample tech included with Cores line item)
			Cores	3	Project		1	1	4	4	3 Cores by Atlas
						Totals	**22**	**22**	**34.5**	**48**	

Assumptions:
Assume 15 Min Travel One Way (30 min round trip)
Assume each trip is 1.5 hours of prep and field time and 30 min of travel


1753 E Precision Dr, Idaho Falls, ID 8340
S Bellin Rd, Idaho Falls, ID 83402
Add destination
Leave now
Options
Send directions to your phone
via I-15 S
13 min
Fastest route now due to traffic conditions
7.8 miles
Details
via US-26 W/Yellowstone Ave
14 min
6.4 miles
via US-26 W
15 min
7.0 miles
xplore S Bellin Rd
1753 East Precision Drive
South Bellin Road
New Sweden
Idaho Falls
13 min
14 min
15 min


Directions to Idaho Falls
Get step-by-step walking or driving directions to Idaho Falls. Avoid traffic with optimized routes.
Boise, ID
Idaho Falls, ID
Add stop
Route settings
Choose Your Route
Route #1
Route #2
via
3hr 42min 280mi
IRS Reimbursement: $163.77
View Route Directions
Advertisement
Boise
Pocatello
Twin Falls

Memorandum

File #: 24-188 **City Council Meeting**

FROM: Wade Sanner, Director; on behalf of the Idaho Falls Redevelopment Agency
DATE: Friday, March 29, 2024
DEPARTMENT: Community Development Services

Subject
Resolution approving the Eligibility Report for the Snake River West 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 Snake River West 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 Snake River West 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 15, 2024 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 Legal Department has reviewed the resolution to ensure it is accordance with applicable law.

RESOLUTION NO. 2024-05

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 SNAKE RIVER WEST 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 City Council, on March 30, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Anderson Bush Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3508 on March 30, 2023, approving the Anderson Bush Plan, making certain findings, and establishing the Anderson Bush Plan revenue allocation area (the "Anderson Bush Project Area"); and

WHEREAS, the City Council, on October 26, 2023, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Stanley Boge Urban Renewal Project (the "Stanley Boge Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3548 on October 26, 2023, approving the Stanley Boge Plan, making certain findings, and establishing the Stanley Boge Plan revenue allocation area (the "Stanley Boge 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, it has become apparent that additional property, most of which is located within the City, and a portion of which is located within the City's area of operation within unincorporated Bonneville County, 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 November 16, 2023, the Agency adopted Resolution No. 2023-19 approving a Memorandum of Understanding ("MOU") with U.S. Development, Inc., a Utah corporation, which inter alia required U.S. Development, Inc. to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report; and

WHEREAS, U.S. Development, Inc. has made the necessary deposit as required by the MOU; and

WHEREAS, the Agency engaged the services of Brad Cramer, Perspective Planning & Consulting LLC, to commence an eligibility study and preparation of an eligibility report of an area approximately 17 acres in size, a portion of which is currently located within the boundaries of the existing Eagle Ridge Project Area, which area will need to be deannexed. The area is generally

located west of the Snake River, east and adjacent to I-15, south of Pancheri Drive, and north of Sunnyside Road (the "Study Area"); and

WHEREAS, Idaho Code Section 50-2018(18) provides an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without approval of the other city or county declaring the need for an urban renewal plan for the proposed area; and

WHEREAS, annexation of that portion of the Study Area located outside the City limits and within unincorporated Bonneville County is in progress; and

WHEREAS, though a portion of the Study Area lies outside the City limits, because that area is currently proceeding through the annexation process, no formal resolution from Bonneville County, Idaho, has been requested. In the event annexation of that parcel has not been obtained by the time the City Council considers approval of a new urban renewal plan, it is anticipated the City would seek to obtain an agreement with Bonneville County, Idaho, as required by Idaho Code Section 50-2906(3); and

WHEREAS, the Agency obtained the Snake River West Eligibility Report (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. the presence of a substantial number of deteriorated or deteriorating structures; deterioration of site;
b. age or obsolescence;
c. predominance of defective or inadequate street layout;
d. outmoded street patterns;
e. lack of correlation of the area with other areas of the City by streets and modern traffic requirements;
f. faulty lot layout in relation to size, adequacy, accessibility or usefulness; obsolete platting;
g. insanitary or unsafe conditions;
h. existence of conditions which endanger life or property by fire and other causes;
i. substantially impairs or arrests the sound growth of a municipality;
j. conditions which retard development of the area; and
k. results in economic underdevelopment of the area and economic disuse.

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(8), (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, the Report addresses the findings concerning the eligibility of 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 15, 2024 adopted Resolution No. 2024-01 (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 may include parcels subject to such consent. While the necessary consents have not been obtained, any and all consents shall be obtained prior to City Council adoption of any urban renewal plan; and

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area together 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; 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 Snake River West 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.

(e) that the Agency will obtain any agricultural consents from the real property owners, as may be necessary, prior to formally submitting the proposed urban renewal plan to the City Council for its consideration.

(f) that there is a need for a deannexation of certain parcels within the Study Area requiring consideration of a plan amendment to the Eagle Ridge Plan and Eagle Ridge Project Area.

Section 3. That the City Council hereby directs the Agency to commence the planning process and 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 in the event annexation of the parcel currently located within unincorporated Bonneville County has not been obtained by the time the City Council considers approval of a new urban renewal plan, it is anticipated the City Council would seek to obtain an agreement with Bonneville County, Idaho, as required by Idaho Code Section 50-2906(3).

Section 5. 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 _____, 2024.

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, ALSO REFERRED TO AS THE SNAKE RIVER WEST 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."

_____
(SEAL)

_____
Corrin Wilde, City Clerk

Exhibit A

Snake River West Eligibility Report

Exhibit B

Agency Resolution No. 2024-01 (without Exhibits)

4866-7288-6444, v. 1

RESOLUTION NO. 2024-01

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 SNAKE RIVER WEST 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 (the "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 City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Anderson Bush Urban Renewal Project (the "Anderson Bush Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3508 on March 30, 2023, approving the Anderson Bush Plan, making certain findings, and establishing the Anderson Bush Plan revenue allocation area (the "Anderson Bush Project Area");

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Stanley Boge Urban Renewal Project (the "Stanley Boge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3548 on October 26, 2023, approving the Stanley Boge Plan, making certain findings, and establishing the Stanley Boge Plan revenue allocation area (the "Stanley Boge Project Area");

WHEREAS, the above referenced existing urban renewal plans are collectively referred to as the "Existing Urban Renewal Plans" and their respective existing revenue allocation project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, it has become apparent that additional property, most of which is located within the City, and a portion of which is located within the City's area of operation within unincorporated Bonneville County, 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 November 16, 2023, the Agency adopted Resolution No. 2023-19 approving a Memorandum of Understanding ("MOU") with U.S. Development, Inc., a Utah corporation, which inter alia required U.S. Development, Inc. to deposit certain funds to advance fund certain costs and fees related to the preparation and processing of an eligibility report;

WHEREAS, U.S. Development, Inc. has made the necessary deposit as required by the MOU;

WHEREAS, the Agency engaged the services of Brad Cramer, Perspective Planning & Consulting LLC, to commence an eligibility study and preparation of an eligibility report of an area approximately 17 acres in size, a portion of which is currently located within the boundaries of the existing Eagle Ridge Project Area, which area will need to be deannexed. The area is generally located west of the Snake River, east and adjacent to I-15, south of Pancheri Drive, and north of Sunnyside Road (the "Study Area");

WHEREAS, annexation of that portion of the Study Area located outside the City limits and within unincorporated Bonneville County is in progress;

WHEREAS, the Agency has obtained the Snake River West Eligibility Report(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. the presence of a substantial number of deteriorated or deteriorating structures; deterioration of site;
b. age or obsolescence;
c. predominance of defective or inadequate street layout;
d. outmoded street patterns;
e. lack of correlation of the area with other areas of the City by streets and modern traffic requirements;
f. faulty lot layout in relation to size, adequacy, accessibility or usefulness; obsolete platting;
g. insanitary or unsafe conditions;
h. existence of conditions which endanger life or property by fire and other causes;
i. substantially impairs or arrests the sound growth of a municipality;
j. conditions which retard development of the area; and
k. results in economic underdevelopment of the area and economic disuse.

WHEREAS, the Study Area includes 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, the Report addresses the findings concerning the eligibility of open land within the Study 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 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;

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 may include parcels subject to such consent. While the necessary consents have not been obtained, any and all consents shall be obtained prior to City Council adoption of any urban renewal plan;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area together 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, or the City's area of operation, 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 the Study Area, which is approximately 17 acres in size, a portion of which is currently located within the boundaries of the Eagle Ridge Project Area, which area may be subject to deannexation, and more commonly known as the Snake River West Area. The area is generally located west of the Snake River, east and adjacent to I-15, south of Pancheri Drive, and north of Sunnyside Road. The portion of the Study Area currently located within unincorporated Bonneville County is in the process of being annexed into the City.

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 and 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.

c. If such designation is made whether the Agency should proceed with the preparation of a plan amendment to the Eagle Ridge Plan to deannex certain parcels within the Study Area.

d. Coordinate with the Agency to obtain any necessary agricultural consents from the property owners.

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 15, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on February 15, 2024.

APPROVED:

By: M. Brent Thompson
Brent Thompson, Vice-Chair

ATTEST:

By
Terri Gazdik, Secretary

4856-9360-5539, v. 1

PERSPECTIVE
PLANNING & CONSULTING

Eligibility Report:
Snake River West

PREPARED BY

Brad Cramer
Perspective Planning & Consulting LLC

ASSISTANCE FROM

Brian Stevens
Planner II/GIS Analyst for the City of Idaho Falls

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Executive Summary

This report is a review of approximately 17 acres (study area) located between the Snake River and I-15 to determine its eligibility for designation as Urban Renewal Area (URA) and appropriate for an urban renewal project under the Idaho Urban Renewal Law of 1965 and Local Economic Development Act, which are described in more detail in Appendix B.

The proposed name for the new urban renewal/revenue allocation area is Snake River West. The study area is located generally west of the Snake River, east and adjacent to I-15, south of Pancheri Drive, and north of Sunnyside Road. It is west of the River Commons Urban Renewal District. It also includes area currently located within the southern portion of the existing Eagle Ridge Urban Renewal District, an issue described in more detail in the report.

The boundaries of the study area are shown on Map 1. The study area includes only three parcels, and a portion of Pioneer Road. The only street within the study area is Pioneer Road. To simply references to the main areas of the study area, Map 2 on page 2 labels the northern area as Parcel A and the southern portion as Parcel B.



MAP 1 - PROPOSED SNAKE RIVER WEST BOUNDARY



PARCEL A LOOKING NORTH



MAP 3 - PARCEL LABELS

Because portions of the study area are already included in the Eagle Ridge Urban Renewal District, in order for those lands to be included within the proposed Snake River West Urban Renewal District, they must first be de-annexed from Eagle Ridge. This process has been authorized by the Idaho Falls Redevelopment Agency (Agency) board commissioners has authorized Agency staff and legal counsel to proceed with an amendment to the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project to deannex those parcels. This process is critical as most of the features which make the study area eligible for the creation of a URA focus on Pioneer Road, which is part of the Eagle Ridge District. Maps 4 and 5 on page 8 depicts which area must be de-annexed in relation to both the current Eagle Ridge and proposed Snake River West boundaries..

The Idaho Urban Renewal Law of 1965, which comprises Chapter 20, Title 50 as amended and the Local Economic Development Act, comprising Chapter 29, Title 50 of Idaho Code as amended, outline the statutory criteria for determining whether an area is eligiblebe designated as a URA. To be eligible, a site must be determined to be a deteriorating and/or deteriorated area by meeting at least one of these statutory criteria. The review of the study area determined that it meets at least one of the criteria and is, therefore, eligible to be an urban renewal project. A summary of the criteria and whether they are met is included below in Table 1. The full analysis of each criterion is included in the main body of the report.

Table 1

Summary of Findings

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Substantial number of deteriorating structures and deterioration of site	✓	This is met via Parcel B only due to deteriorating outbuildings on the site
Age or obsolescence	✓	Parcel B has structures constructed before 1969
Predominance of defective or inadequate street layout	✓	Lack of connection between Whitewater Drive and Pioneer Road is a significant gap in the transportation network. Pioneer Road is also inadequate in terms of improvements requiring a widening to at least three lanes and construction of curb, gutter and sidewalk.
Outmoded street patterns	✓	The S-curve in Pioneer Road creates several safety hazards and access issues.
Need for correlation of area with other areas of by streets and modern traffic requirements	✓	Pioneer Road needs to be widened to at least three lanes and be improved with curb, gutter and sidewalk.
Faulty lot layout	✓	The lots on their own are generally developable, but they are extraordinarily difficult to develop due to large gaps in the utility network. Access to Parcel B is also challenging due to the curvature of Pioneer Road.
Unsuitable topography	✗	There was no evidence that shallow basalt existing in the study area even though it is fairly prevalent in the immediate area.
Insanitary or unsafe conditions	✓	Pioneer Road presents an unsafe condition in several ways. The S-curve presents visibility issues, especially for a collector roadway with higher speeds and for pedestrians. The lack of curb and gutter increase the potential for pooling of water and significant ice patches. Allowed parking on Pioneer Road is unsafe with the current widths and curvature of the roadway.

Table 1

Summary of Findings Cont.

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Diversity of ownership	✗	There are only two landowners within the study area.
Tax or special assessment delinquency	✗	This was not evaluated for this report.
Defective or unusual conditions of title	✗	This was not evaluated for this report.
Existence of conditions which endanger life or property	✓	Although some of the structures on Parcel B are deteriorating and not constructed under current building or fire codes, they are not habitable and present only minimal risk. Flooding risk is also minimal other than potentially on one small portion of Parcel A. There are, however, safety concerns for pedestrians on Pioneer, especially along the S-curve.
Impairs or arrests the sound growth of a municipality	✓	There are significant needs to fill gaps in the utility system and improve Pioneer Roadway. Because of the location of I-15, there are no developable parcels to the west of Pioneer Road which puts the full burden of infrastructure costs on fewer landowners, making the study area difficult to develop. Parcel B is also a county island which creates inefficiencies in delivery of services.
Retards development of the area	✓	The conditions noted above have created extraordinary cost burdens required to develop parcels within the study area. This is evidenced by the lack of development despite significant growth in the immediate area.
Economic underdevelopment and economic disuse	✓	See above.

Background Information

Idaho Falls Redevelopment Agency

The Idaho Falls Urban Renewal Agency, also known as the Idaho Falls Redevelopment Agency (Agency) is the urban renewal agency of the City of Idaho Falls. The Mayor, with the confirmation of the City Council, has appointed seven individuals to the Idaho Falls Redevelopment Agency Board of Commissioners:

Lee Radford, *Chair*
Brent Thompson, *Vice-Chair*
Terri Gazdik, *Secretary*
Christopher Harvey
Tom Hally
Kirk Larsen
John Walker

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 deteriorated and/or deteriorating conditions 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 six urban renewal/revenue allocation areas: River Commons, Eagle Ridge, Jackson Hole Junction, Pancheri East Bank, Anderson Bush and Stanley Boge.

Wade Sanner, Director of Community Development Services (CDS) for the City of Idaho Falls, serves as the Executive Director of the Agency with assistance from Brian Stevens. Elam & Burke, P.A. is the legal counsel. Brad Cramer, with the assistance of the CDS staff, has been engaged to prepare an eligibility report to determine if the Snake River West Study Area meets the criteria for designation as an urban renewal area (URA).



PIONEER ROAD-WHITEWATER LOOKING EAST



BATTLE CREEK CANAL LOOKING NORTHWEST

Urban Renewal Background Information

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 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 deteriorating 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.

Tools available to cities in Idaho Code 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 the Report

The purpose of this report is to determine if the Study Area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(8), (9), and 50-2903(8), for a URA. This report is the first step to assist the Idaho Falls City Council determine if there is a need for creating a URA in a portion or all of the Study Area. To be eligible, a proposed URA need only meet one of the criteria in the statute. A complete list of all steps required to create a URA, and list of eligibility criteria is included in Appendix B.

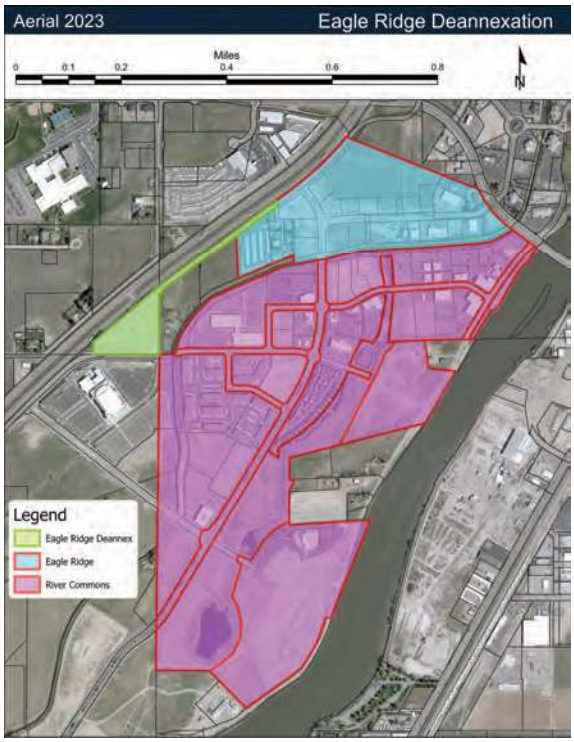
MAP 3-1969 AERIAL PHOTO



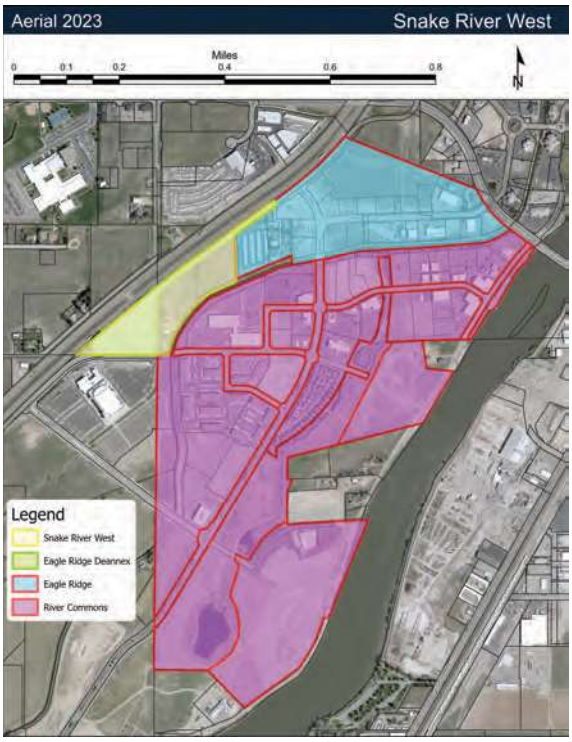
History of the Study Area

The study area includes approximately 17 acres and three parcels bounded by I-15 and Pioneer Road on the northwest and the Porter Canal on the east. Pioneer Road also curves to be the southern boundary of the study area. Based on aerial photos dating back to 1969, which is depicted on Map 3, the study area has historically included only residential or agricultural uses, while areas around it have developed commercially. Snake River Landing, a part of which included within the boundaries the River Commons Urban Renewal District, is a mixed-use development to the east. Prior to being the site for Snake River Landing, lands to the east functioned as a gravel extraction operation. To the south of the study area, the Idaho Falls Auditorium District (IFAD) recently completed the Mountain America Center (MAC), a venue which hosts large events ranging from hockey games to concerts to trade shows. To the immediate northeast, because Porter Canal and I-15 create a narrow strip of land, development has been limited to storage units and a few single-family homes. However, just beyond these uses, a hotel is currently under construction within the Eagle Ridge Urban Renewal District. Other development, including a multi-family housing complex, is also anticipated to begin construction in that area.

MAP 4: DE-ANNEXATION BOUNDARY

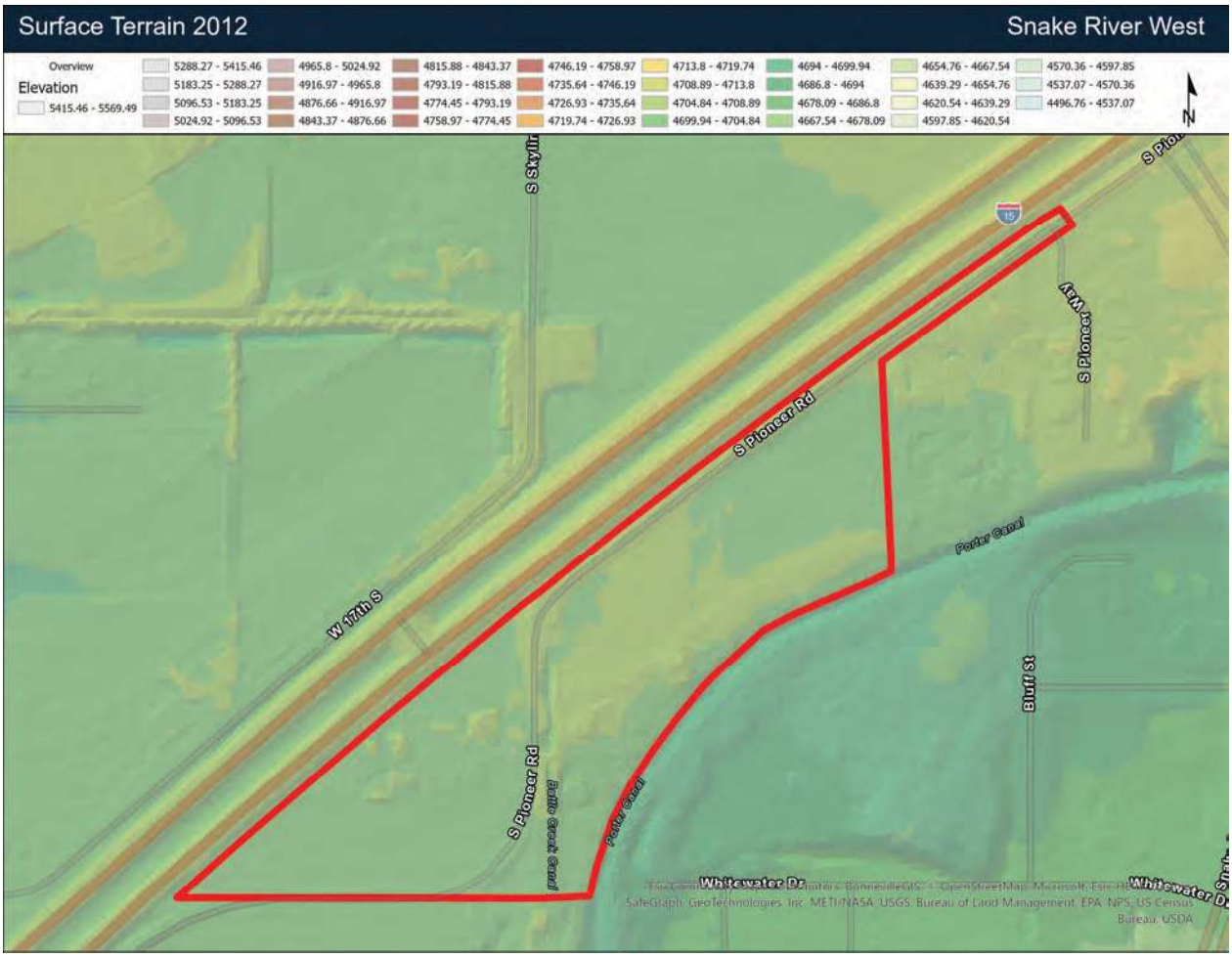


MAP 5: DE□ANNEXATION BOUNDARY WITH PROPOSED NEW BOUNDARY



Although there are three parcels in the study area, because the two largest pieces are under the same ownership, for purposes of this report those two parcels will be referred to as Parcel A. The southern parcel will be referred to as Parcel B. These designations are shown in Map 2 on page 2. This delineation is also important because there are some key differences between the two parcels that necessitate additional explanation and (potentially) process if the Agency pursues the creation of a new urban renewal/revenue allocation area. Parcel B and Pioneer Road are currently included in the Eagle Ridge Urban Renewal District as depicted on Map 4 above. Parcel B and portions of the roadway are also within unincorporated Bonneville County. Parcel A, on the other hand, has been annexed into the City of Idaho Falls and is not part of any other existing urban renewal/ revenue allocation area. It is anticipated that Parcel B will be annexed and zoned in Idaho Falls prior to City Council consideration of an ordinance adopting the Snake River West District urban renewal plan. More importantly, before Parcel B or Pioneer Road can be included in a new URA, they must first be de-annexed from the Eagle Ridge Urban Renewal District pursuant to a plan amendment. For this report, Parcel B and the roadway will be evaluated for eligibility as part of the study area as if de-annexation will occur. If the de-annexation does not occur, the Agency and the City Council may modify the boundary of a future urban renewal/ revenue allocation area accordingly. However, because Pioneer Road plays a significant role in determining eligibility, the final recommendations of this report may need to be adjusted if the roadway is not included in the final boundary.

MAP 6 -SURFACE TERRAIN



Current Conditions In The Study Area

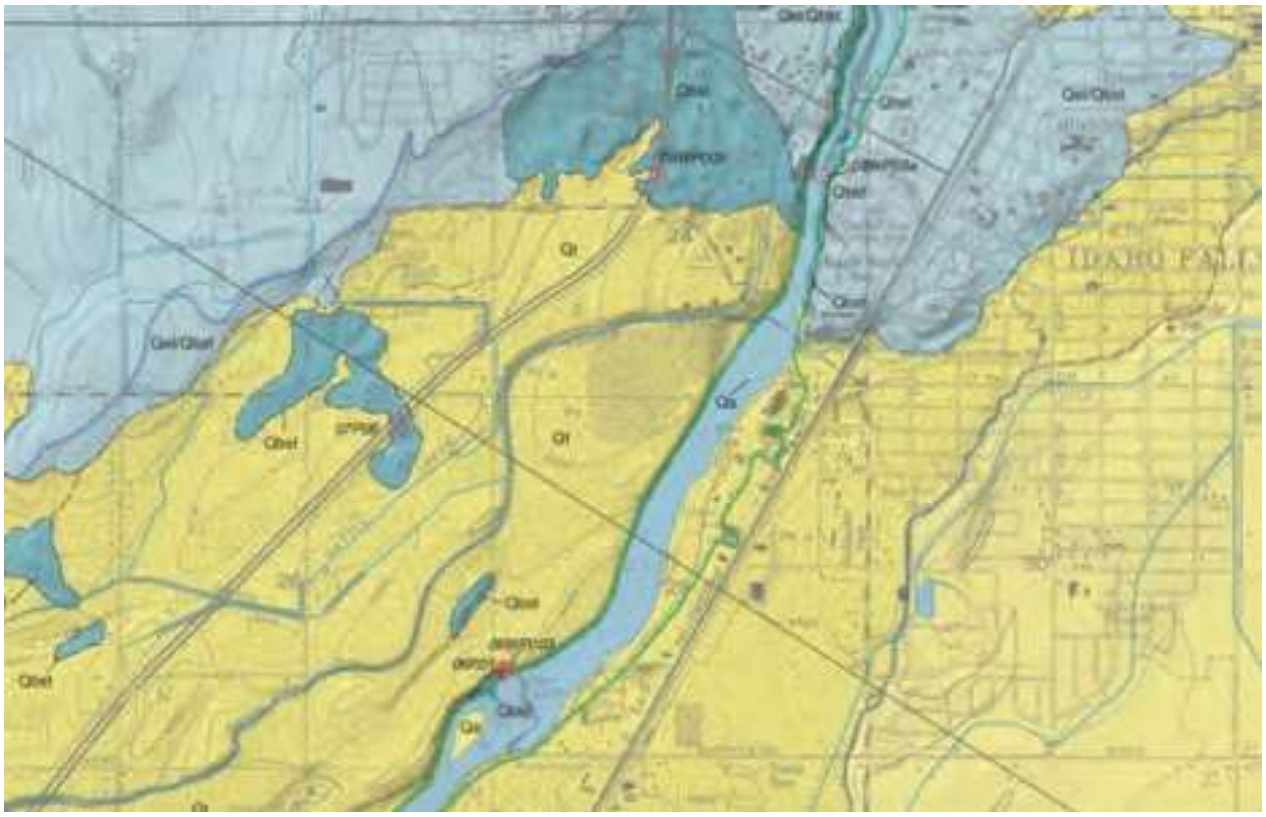
Topography and Geology

Map 6 is a surface terrain map of the study area. The map shows the area and surrounding parcels are generally flat, with some mild changes in elevation. East of Porter Canal, however, the elevation does drop, likely due to years of gravel extraction. Map 7 is a geologic survey map produced by the Idaho Geologic Survey. It identifies this area as Alluvium of Snake River Outwash, which is described as having heavy levels of gravel and sand. While it does not identify areas of shallow basalt, the general area is known to have a large shelf of rock that rises and drops dramatically. To the south, for example, the MAC and its parking lot had to be strategically placed in order to avoid this shallow shelf for the foundation of the building. While it is possible that shallow rock may exist within the study area, there was not a geo-technical study available or any other evidence to confirm where such outcroppings may exist.

Land Uses and Structures

As noted in the history section, lands within the study area have been, and remain, a combination of residential and agricultural uses. However, it does not appear the land has not been farmed for quite some time and currently lies fallow. The areas immediately surrounding the study area have largely developed as commercial and office space, with some single-family residential to the northeast and planned higher density residential further north.

Aerial photos from 1969, which are the earliest available of this area, show residential structures as well as agricultural outbuildings on both parcels. These aerials are also important because there were no records found on construction dates for the buildings, but all existing structures appear on the 1969 photo. The structures include a residence on two of the parcels along with several out-buildings. Based on a site visit in December 2023, all structures on Parcel A have been demolished. On Parcel B, there are two single-family residences which appear to be occupied and at least one trailer home, along with several outbuildings. The residences appear to be in good repair. The trailer home and outbuildings show more obvious signs of age and wear, potentially nearing an unusable condition.



MAP 7-GEOLOGIC SURVEY



I-15 FROM PIONEER ROAD

Streets

Within the study area, there is only one street: Pioneer Road. It begins at the northeast portion of the study area and forms an “S” curve as it progresses to the southwest. Pioneer is identified as a major collector by the Bonneville Metropolitan Planning Organization’s (BMPO). Despite this designation and the major development which has recently occurred to the south, this section of Pioneer Road is not improved with curb, gutter or sidewalks and does not have any street lighting. The asphalt appears to be in moderate-to-good condition with some signs of cracking and patching. One area of concern noted at an evening site visit during an event at the MAC, is that vehicles were parked along the north side of Pioneer Road along nearly the entire frontage adjacent to the center. There is no signage to prohibit this, however there is also insufficient width for this to occur safely, especially given the severe lack of visibility as traffic comes around the curves in the road.

In terms of the larger street network, Pioneer connects with Event Center Drive (a collector) and Sunnyside Road (a major arterial) to the south. Sunnyside connects traffic to I-15. To the northeast, Pioneer intersects with Snake River Parkway, which is the main north/south road which runs through Snake River Landing and is identified as a minor arterial. Pioneer then continues northeast and eventually intersects with Utah Avenue (a minor arterial), providing access to a major shopping and office area in the Taylor Crossing, Renaissance Center, and Wal-Mart developments. There are no connections to the west due to I-15. To the east, there is a critical gap in the street network. Pioneer is planned to connect with Whitewater Drive which will cross the Porter Canal, however the required bridge has not yet been constructed. Development that occurs within the study area will likely be required to contribute towards construction of this connecting bridge.

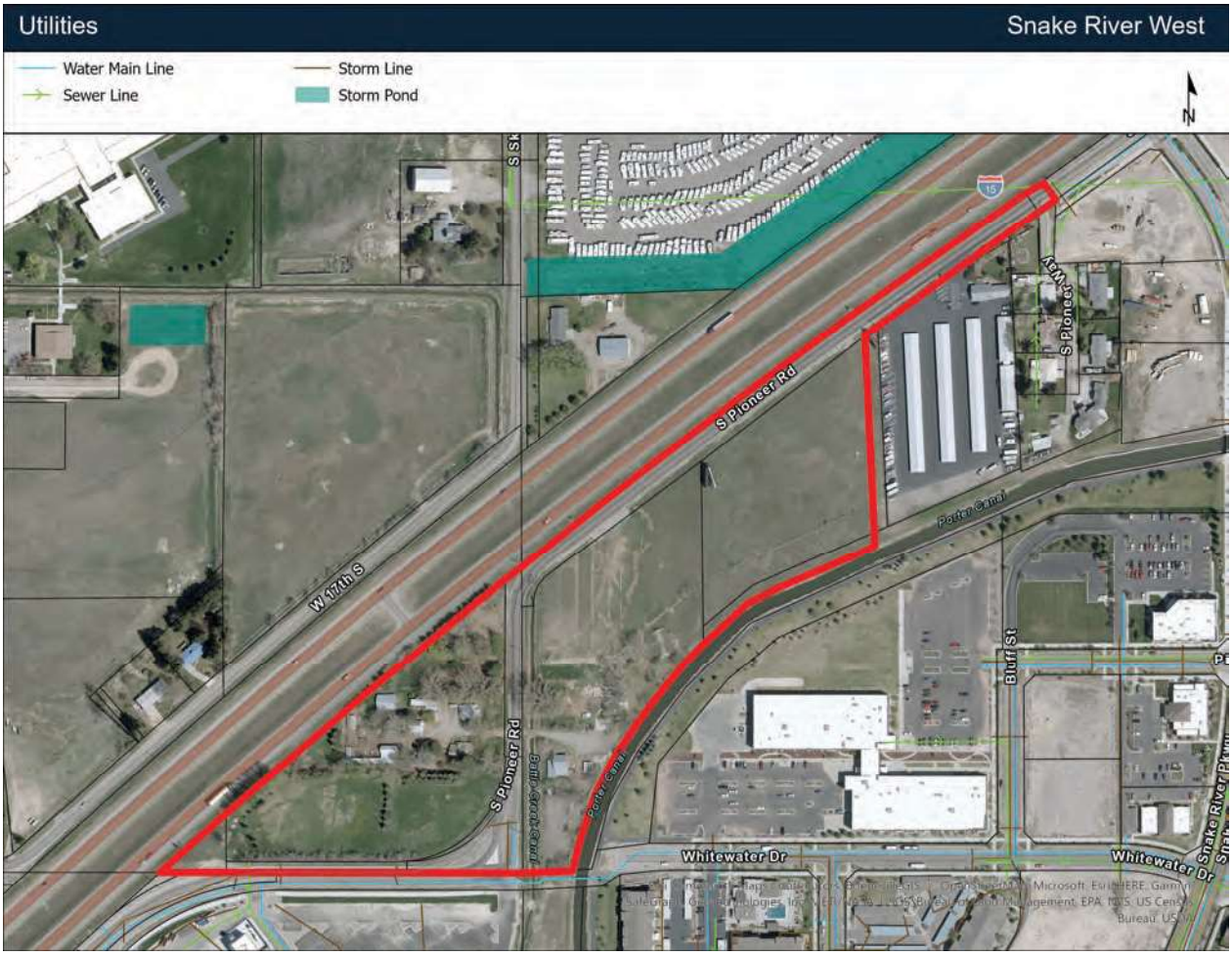
There have been several traffic studies of the area, including the early 2000's when Snake River Landing was first being considered and more recently when the event center property was being platted. The most recent evaluation and update of these studies was conducted by Keller Associates in 2013. Each of the studies have assumed the connection between Whitewater Drive and Pioneer Road with a bridge. The Keller report noted that previous studies had modeled 3-lane roadways on Event Center Drive and Pioneer and that while these are sufficient for the near term, a 4-lane road would serve long terms needs better, especially following events at the MAC. As noted previously, Pioneer Road is currently a 2-lane road section with no curb, gutter or sidewalk. Table 2 is data from the Keller report showing when traffic improvements will be warranted. They indicate completion of the event center would generate enough traffic to warrant turning lane improvements, including on Pioneer Road.

Table 2

Warrants Met for Turn Lane Construction

Intersection	Movement	Horizon Year & Condition			
		2013 Existing	2013 Build	2018 Background	2018 Build
1 Pioneer/Milligan/Utah	WB Left	✗	✗	✗	✗
	WB Right	✗	✗	✗	✗
	EB Right	✗	✓	✗	✓
2 Pancheri/Utah/Crane	NB Right	✓	✓	✓	✓
	SB Right	✗	✗	✓	✓
	WB Right	✓	✓	✓	✓
3 Sunnyside Pioneer	WB Right	✓	✓	✓	✓
5 Pioneer/Event Center	SB Left	✗	✓	✗	✓
	NB Right	✗	Pocket/Taper	✗	Pocket/Taper
	WB Left	✗	✗ *	✗	✗ *
6 Snake River/Event Center	SB Right	✗	✓	✗	✓
	EB Left	✗	✓	✗	✓
Event Center Drive Accesses (All)	NB Right	✗	✓	✗	✓
Pioneer Road Accesses (All)	NB Right	✗	✓	✗	✓

*Even though the traffic analyses show that these left turn lanes are not warranted, changing the assumptions of traffic control used for a sold out even would likely cause volumes to meet this warrant.



MAP 8-UTILITIES

Utilities

Because these parcels were developed in the county and new development has not occurred since annexation, the utility network in the study area is lacking. As shown on Map 8, city sewer only crosses at the northeast boundary to serve a small residential development. This line, when extended to connect with the sewer line to the south at the MAC, will be sufficient to serve development in the area. However, the current gap means there is no available service to Parcel A.

The city water system is more fully developed in the immediate area, but again not within the study area. There is a main water line from the MAC to the south and another line to the northeast which will connect as development occurs along Pioneer Road. The water line from the MAC also continues east to Whitewater Drive and Snake River Landing.

2020 AERIAL PHOTO WITH PROPOSED BOUNDARY



Lot Layout

Although both parcels are relatively large and can accommodate development, there are challenges with the layouts of each. Parcel A, the larger of the two, has sufficient area and depth for modern development. The two challenges are the canals bordering the property and the curvature of the roadway which creates a narrow section of land on the southern end. Porter Canal borders the eastern boundary of Parcel A and the Battle Creek Canal runs along the southwestern frontage. Porter Canal does not present a major barrier to development, but there will be costs associated with burying Battle Creek Canal. Also, because Battle Creek is located on the narrow stretch of land on the south, it further limits the ability to develop that portion of the lot. The combination of the S-curve in Pioneer Road on the west side of the parcel and the curvature of Portal Canal on the east side of the parcel are what cause this narrow section of land. The width and curve may require creativity in placement of buildings on the lot.

For Parcel B, there are similar challenges caused by the curvature of Pioneer Road and the location of I-15 on the western boundary. These two roads not only create an oddly shaped lot, but also impose additional development standards such as landscaping and buffering along all sides of the parcel which will be applied upon annexation and development of the site. In addition, placement of access points for higher traffic producing uses will be challenging due to lack of visibility created by the curves in Pioneer Road. This is exacerbated by the current configuration of the intersection of Pioneer and future Whitewater/access to the MAC parking lot. Currently, there is a stop sign on Pioneer for traffic moving south directly into the parking lot. However, for thru-traffic vehicles do not have to stop, but rather have continuous flow around the curves of Pioneer.



MAP 9-IMAGINE IF FUTURE LAND USE

Idaho Falls Comprehensive Plan and Zoning and Current Uses

Imagine IF: A Plan to Move Idaho Falls Forward Together, which is the city's comprehensive plan, identifies the study area and lands immediately surrounding as "Mixed Use Centers and Corridors." This designation is described below and shown on Map 8:

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

Parcels A is annexed and zoned Central Commercial (CC) as shown on Map 10. This designation is usually reserved for older areas of the city where development occurred with no setbacks. It has been applied on these parcels and in the Snake River Landing to the east to reflect Snake River Landing's objective to build in more of a traditional, dense downtown pattern. This will provide the advantage of having reduced setbacks and higher densities for future development. It is also broad in terms of its allowed uses, providing flexibility to reflect market demands as development occurs.

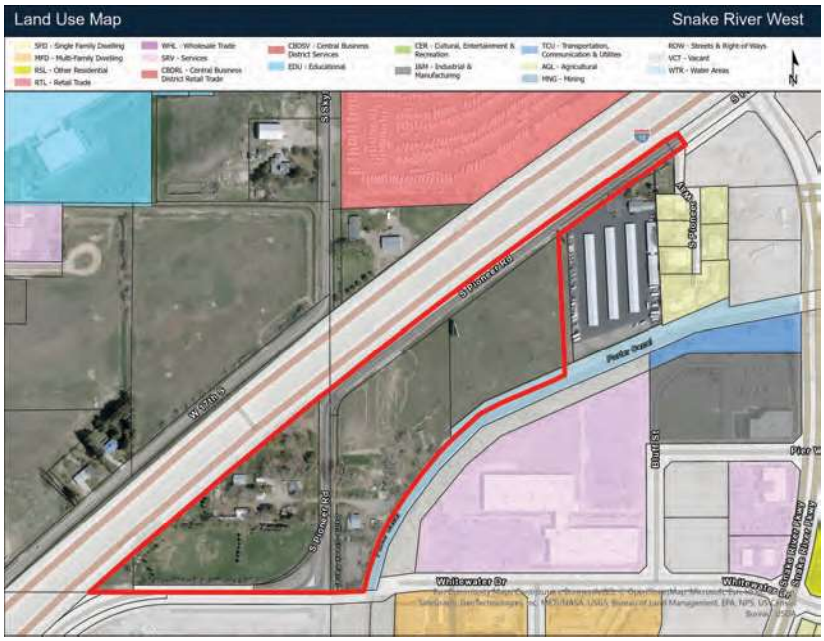
Parcel B, on the other hand, has not yet been annexed and is zoned A-1 Agricultural Zone in Bonneville County. This zone is much more limited in allowed uses, primarily purposed for large lot residential and agricultural uses. There are some limited commercial uses allowed but are agriculturally focused. As of the writing of this report annexation had not been requested by the applicant. It is anticipated that the parcel will be annexed and zoned prior to City Council consideration of an ordinance adopting an urban renewal plan.

As noted earlier, the study area contains vacant former agricultural land and single-family residential uses. The surrounding area, however, includes a broader diversity of uses as shown on Map 11. These include services, entertainment, light industrial, educational, multi-family residential, single-family residential, and retail. Map 11 does not include use designations for parcels in unincorporated Bonneville County and has not been updated to show the hotel currently under construction on the corner of Pioneer Road and Snake River Parkway. It does demonstrate, however, the economic underdevelopment within the study area.

MAP 10-IDAHO FALLS ZONING



MAP 11-CURRENT LAND USES





MOUNTAIN AMERICA CENTER



PARCEL B LOOKING NORTHWEST



PARCEL A LOOKING NORTHEAST

Ten Percent Limitation and Assessed Valuation Within Revenue Allocation Area

In addition to the eligibility criteria discussed in this report, Idaho statutes limit the combined base assessment rolls of the existing and proposed Revenue Allocation Areas (RAAs) to ten percent of the current assessed valuation of all taxable property within the municipality. Idaho Code Section 50-2903(15) states:

> "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. "

The Data Processing Department of Bonneville County provided the City of Idaho Falls assessed value as well as the adjusted base of the existing RAAs.

Table 2

Statutory Ten Percent Limitation Analysis

AREA	ASSESSED VALUE	PERCENTAGE
City of Idaho Falls	$8,434,935,991	
	ADJUSTED BASE	
River Commons District	$131,823	
Eagle Ridge District*	$7,062,245	
Jackson Hole Junction District	$523,128	
Anderson Bush District	$6,425,722	
Pancheri East Bank District	$6,949,228	
Stanley Boge	$43,456,835	
Yellowstone Square (Proposed District)	$9,533,697	
Snake River West District (Proposed District)	$547,415	
TOTAL ASSESSED BASE URA'S	**$74,630,093**	**0.88%**

SOURCE: Bonneville County Data Processing, August 2023. PM106-2023 Annual Assessed Value, Real Property, Personal Property, Mobile Home. URD055, Urban Renewal by Pin within TAG, August 2023. Yellowstone Square and Northgate Mile assessed values based on Idaho Falls GIS system and Bonneville County Parcel Viewer, 2023.

*Adjusted to show removal of parcels under consideration for the de-annexatwion, which current taxable values are included in the assessed value for the Proposed Snake RIver West District.

The total combined adjusted base assessment rolls of the existing RAAs and the proposed Stanley Boge District, Yellowstone Square District, and Northgate Mile District will not exceed the estimated ten percent limit of $843,493,599. The combined rolls are estimated to be 0.88% using the 2023 assessed values.

Findings

To find a study area is eligible for the creation of a 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 extend there is open land, the statutory criteria in Idaho Code Section 50-2903(8)(c). Below are the criteria and a brief discussion of the findings.

01 The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of the Site

The structures that were on Parcel A have been demolished and the land cleared. On Parcel B, there appear to be four outbuildings that are in a deteriorating state. The trailer home is also in a deteriorating state. The two single family residences appear to be well maintained. The word "substantial" is a subjective term, but here was considered as a percentage of the total number of structures on the site. If Parcel B is included in the final boundary, this criterion is met.

02 Age or Obsolescence

The age of structures pre-date 1969 and likely do not meet modern building and fire codes. This criterion is met.

03 Predominance of Defective or Inadequate Street Layout

Pioneer Road is the only street included within the study area and it is currently part of the Eagle Ridge Urban Renewal District. The S-curve in Pioneer Road is defective in that in creates safety concerns for both vehicles and pedestrians as traffic volumes increase and visibility is limited. The lack of a connection with Whitewater Drive to the east is inadequate. It was an assumed connection in all traffic studies considered for this area and will become and ever increasingly important connection as development occurs and traffic volumes rise. Also, as a major collector, Pioneer Road is inadequate as it is only a county road section with only two lanes, no curb, gutter or sidewalk, and no streetlights. Now that the MAC is completed, analysis from the traffic studies for that development show Pioneer Road warrants at least a center turn lane and would benefit even further from widening from its current 2-lane configuration to 4-lanes. If Pioneer Road is included in the final boundary, this criterion is met.

04 Outmoded Street Patterns

As was noted in the eligibility report for the Eagle Ridge Urban Renewal District prepared by Kushlan Associates in 2014, the S-curve in Pioneer Road presents traffic hazards for an area rapidly growing with higher density commercial and residential development. It reduces visibility and, in winter, presents a potential ice hazard as the road carries higher speeds. Also, given the curvature of the road and lack of visibility, it is an outmoded pattern to permit parking on the street, especially during events. Vehicles are traveling at higher speeds and street parking puts pedestrians in the narrow right-ofway without sufficient opportunity to be seen by vehicles coming around the curves. There is also no internal street network that could be used to bypass the curve. If Pioneer Road is included in the final boundary, this criterion is met.

05 Need for Correlation of the Area with Other Areas of Municipality by Streets and Modern Traffic

In general, Pioneer is well connected with the rest of the city. The one, but important, exception to this is the lack of connection to Whitewater Drive to the east. As noted above, this has been an anticipated connection for many years and is increasingly important as development occurs in the area. This criterion is met.

06 Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting

Neither of the parcels have been platted which must occur prior to development. Parcel A is of sufficient size and has adequate access to accommodate modern development but lack of platting reflects its historic agricultural uses, not its readiness for modern development.. While there is a small, narrow portion of the parcel on the southern end that would limit placement of structures, it does not take up enough of the parcel to render the area undevelopable. Parcel B, on the other hand, presents greater difficulty for development. While it does have an odd shape and has not been platted, its buildable area is also reduced because all of its boundaries have frontage on either Pioneer Road or I-15. Accessibility is also challenging for higher traffic uses because of the lack of visibility and curvature of the roadway.

06 Cont.

In terms of usefulness of the lots for development purposes, water and power could serve both properties. Sewer, however, is not available for Parcel A. It is approximately 900 feet from the northern boundary and 450 feet from the southern boundary. Water only exists at the southern end of Parcel A. In order to create the looped system the city typically requires, water will have to be run approximately 2,100 feet and sewer would have to be extended over 2,500 feet to connect with the line to the north. While this is a normal cost of development, the presence of I-15, which disconnects the properties from other developable parcels to the west means that the developer must pay for the full cost of extensions of the utilities as there are no other properties which would contribute to front footage fees, which are used to reimburse developers for a portion of the cost of utility extensions, when such parcels are developed and connect to the lines. This is also an issue for road widening. In normal developments, the city's impact fees pay for the construction of arterial roads but the developer on either side of a roadway is responsible for their half of collectors and local roads. In this case, because there is no other parcel on the west and because Pioneer Road is a collector, the developer will have nearly one-half mile of roadway expenses with no opportunity for cost sharing. This is an unusual circumstance and cost burden for public infrastructure representing a significant impediment to desired development. This criterion is met.

07 Unsuitable Topography

While there are some changes in elevation to the east and the area in the immediate vicinity is known to include shallow basalt, there was no evidence presented or discovered in the analysis that would suggest the topography within the study area is unsuitable for development. This criterion is not met.

08 Insanitary or Unsafe Conditions

There were no insanitary conditions observed on either parcel within the study area. In terms of unsafe conditions, Parcel A shows limited risk, especially with no structures on the site. The highest risk may be limited flooding due to lack of curb and gutter along Pioneer Road.

08 Cont.

Porter Canal, the larger of the two waterways on the property, also presents limited risk and it appears flooding would send water flows to the east due to the topography of the land. Battle Creek Canal on the southern end of Parcel A could present a flooding risk as it is a smaller waterway with less capacity. For Parcel B, the same minimal concerns from flooding apply from Pioneer Road. The outbuildings on the parcel are also aging and likely do not meet current building or fire codes. However, where these do not appear to be continuously occupied by people, it appears the risk is minimal.

The safety concern that does exist within the study area is the layout of Pioneer Road and lack of modern traffic improvements and parking regulations along the right-of-way. As noted above, during events, parking is allowed at least along the north side of Pioneer Road. Not only is the road narrow with insufficient space for safe parking, but because of the curvature of the roadway, especially for southbound traffic, this parking puts pedestrians in the section of right-of-way with the least visibility for motorists. Also, as a collector with higher speeds of travel, the lack of curb and gutter create the risk of pooling and freezing water, which is a hazard on its own, but is exacerbated by the S-curve in Pioneer Road noted under “Outmoded Street Patterns.” This criterion is met.

09 Diversity of Ownership

There are only three property owners within the study area. This criterion is not met.

10 Tax or Special Assessment Delinquency

Taxes and special assessments were not evaluated for this report. This criterion is not met.

11 Defective or Unusual Conditions of Title

Conditions of title were not evaluated for this report. This criterion is not met.

12 **Existence of Conditions which Endanger Life or Property by Fire and Other Causes**

Similar to the criterion for unsanitary or unsafe conditions, Parcel A does not appear to present conditions which endanger life or property other than perhaps some minimal flooding risk. For Parcel B, aging structures which likely do not meet modern building or fire codes are likely the greatest risk. However, these are not buildings that appear to be regularly occupied and are not eligible to be permanently occupied without significant rehabilitation and therefore the risk is minimal. The major safety risk that does exist is regarding pedestrian traffic on Pioneer Road. Due to low visibility through S-curve,this criterion is met.

13 **Substantially Impairs or Arrests the Sound Growth of**

Part of the sound growth pattern of a municipality is that city boundaries do not sprawl haphazardly into unincorporated areas of the county. Similarly, when there are county islands surrounded by city development, as is the case with Parcel B, it creates inefficiencies in service deliveries as the county must provide certain services such as police and road maintenance when the city is already providing that same service to properties in the same area. Sound growth patterns also include logical and efficient connections of utilities which create looped systems that are easier to repair and manage. The lack of utilities, roadway improvements, and the county island have persisted in the study area, despite significant economic growth in the immediate area. This is at least in part due to the long stretches of utilities and roadway improvements with no opportunities for cost sharing. This criterion is met.

14 **Conditions which Retard Development of the Area AND #15 Results in Economic Underdevelopment of the Area & Economic Disuse**

15

The evidence that there are conditions which retard development of the area may be that the study area remains vacant despite the substantial commercial development that has happened in the vicinity. As noted in other sections, the conditions which make the study area more difficult to develop include the large gaps in the utility system and the outmoded roadway pattern on Pioneer Road. Extending utilities, improving Pioneer Road, connecting to Whitewater Drive with a bridge across a substantially sized canal are cost prohibitive in relation to the available developable land and, therefore, returns on investments. Besides these issues, other opportunities to improve the area such as straightening Pioneer Road would take significant public infrastructure investment and reconfiguring of land. It is unlikely opportunities such as this could even be explored without a public private partnership. These criteria are met.

Conclusion

The Snake River West Study Area and proposed RAA 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 suffers from economic underdevelopment, primarily due to major gaps in the utility system, unimproved roadways, and difficult and disconnected roadway system and traffic pattern, and an extraordinary cost burden due to lack of developable lands on both sides of Pioneer Road and insufficient developable land relative to the costs required. There are certain criteria which are only met if Parcel B or Pioneer Road are included in the final boundary. If the de-annexation of these features from the Eagle Ridge District Urban Renewal District are not completed, this report may need to be reviewed and revised. Table 3, which is also included in the executive summary, summarizes the findings of eligibility for the study area.



PARCEL A LOOKING SOUTHEAST



PARCEL A LOOKING WEST



PARCEL B LOOKING WEST

Table 4

Summary of Findings

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Substantial number of deteriorating structures and deterioration of site	✓	This is met via Parcel B only due to deteriorating outbuildings on the site
Age or obsolescence	✓	Parcel B has structures constructed before 1969
Predominance of defective or inadequate street layout	✓	Lack of connection between Whitewater Drive and Pioneer Road is a significant gap in the transportation network. Pioneer Road is also inadequate in terms of improvements requiring a widening to at least three lanes and construction of curb, gutter and sidewalk.
Outmoded street patterns	✓	The S-curve in Pioneer Road creates several safety hazards and access issues.
Need for correlation of area with other areas of by streets and modern traffic requirements	✓	Pioneer Road needs to be widened to at least three lanes and be improved with curb, gutter and sidewalk.
Faulty lot layout	✓	The lots on their own are generally developable, but they are extraordinarily difficult to develop due to large gaps in the utility network. Access to Parcel B is also challenging due to the curvature of Pioneer Road.
Unsuitable topography	✗	There was no evidence that shallow basalt existing in the study area even though it is fairly prevalent in the immediate area.
Insanitary or unsafe conditions	✓	Pioneer Road presents an unsafe condition in several ways. The S-curve presents visibility issues, especially for a collector roadway with higher speeds and for pedestrians. The lack of curb and gutter increase the potential for pooling of water and significant ice patches. Allowed parking on Pioneer Road is unsafe with the current widths and curvature of the roadway.

Table 4

Summary of Findings Cont.

CRITERION	CRITERION MET	CHARACTERISTICS SUPPORTING FINDING
Diversity of ownership	✗	There are only two landowners within the study area.
Tax or special assessment delinquency	✗	This was not evaluated for this report.
Defective or unusual conditions of title	✗	This was not evaluated for this report.
Existence of conditions which endanger life or property	✓	Although some of the structures on Parcel B are deteriorating and not constructed under current building or fire codes, they are not habitable and present only minimal risk. Flooding risk is also minimal other than potentially on one small portion of Parcel A. There are, however, safety concerns for pedestrians on Pioneer, especially along the S-curve.
Impairs or arrests the sound growth of a municipality	✓	There are significant needs to fill gaps in the utility system and improve Pioneer Roadway. Because of the location of I-15, there are no developable parcels to the west of Pioneer Road which puts the full burden of infrastructure costs on fewer landowners, making the study area difficult to develop. Parcel B is also a county island which creates inefficiencies in delivery of services.
Retards development of the area	✓	The conditions noted above have created extraordinary cost burdens required to develop parcels within the study area. This is evidenced by the lack of development despite significant growth in the immediate area.
Economic underdevelopment and economic disuse	✓	See above.

Appendix A:

Additional Site Photos



PIONEER ROAD LOOKING NORTH



PIONEER ROAD LOOKING WEST



PIONEER ROAD-WHITEWATER LOOKING EAST



PIONEER ROAD-WHITEWATER LOOKING NORTH



PIONEER ROAD-WHITEWATER LOOKING SOUTH



SOUTHERN PORTION OF PARCEL A

Appendix B:

Steps in Creating a New Urban Renewal Area & Revenue Allocation Area

Steps in Creating a URA and Revenue Allocation Area

If an urban renewal agency is in existence in in a community, the creation of an urban renewal area, including a revenue allocation area (required for use of tax increment financing), begins with an eligibility report for a designated area within the community. The central question for an eligibility report whether the study area has at least one of the statutory characteristics which must be found to be considered eligible for urban renewal activities. These characteristics or criteria are:

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)], and 50-2008(d)(4)(2)]

7. Unsuitable topography [50-2008(d)(4)(2)],

8. Insanitary or unsafe conditions [50-2018(9), 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), 50-2903(8)(b)], and 50-2008 (d)(4)(2)]

11. Defective or unusual conditions of title [50-2018(9), 50-2903(8)(b) and (8)(c), and 50-2008(d)(4)(2)],

12. Existence of conditions which endanger life or property by fire and other causes [50-2018(9), 50-2903(8)(b)],

13. Substantially impairs or arrests the sound growth of a municipality and is a menace to the public health, safety, morals or welfare [50-2018(9), 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 designated as such 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 with specificity:

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. Termination date for the plan and 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;

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 tis 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 fully 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 base year assessment roll values are fixed as of January 1, of the year in which the ordinance becomes effective. The RAA has a maximum life of twenty years under Idaho statutes. The urban renewal agency implements the plan adopted by the City Council.

Appendix C:

Open Lands Analysis

The study area, particularly Parcel A, has been used for agricultural uses in the past but has lain fallow for many years. There has not been significant development anywhere in the study area as structures have been limited to several small, single-family homes and outbuildings. Parcel A is large enough to support modern development. Parcel B is also large enough, but there are challenges due to the road layout which creates accessibility and safety issues.

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 subdivision, 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.

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 subdivision, 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, including high density residential which is considered a commercial use, 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, economic disuse, faulty lot layout; obsolete platting, deteriorating structures, and outmoded road patterns are all conditions which delay development of the Study Area.

Based on the above analysis, while the Study Area does appear to include "predominantly open land," which is not a defined term, and "greenfield" or previous agricultural operations, conditions found within the study area include economic disuse, faulty lot layout; obsolete platting, outmoded road patterns, and deteriorating structures and site improvements, and therefore, the open land condition is satisfied.

PERSPECTIVE
PLANNING & CONSULTING

ELIGIBILITY REPORT:
Snake River West

PREPARED BY

Brad Cramer
Perspective Planning & Consulting LLC

ASSISTANCE FROM

Brian Stevens
Planner II/GIS Analyst for the City of Idaho Falls

Memorandum

File #: 24-189 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Friday, March 29, 2024
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Action Sports Addition Division No. 2.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Action Sports Addition Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Action Sports Addition Division No. 2 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 Action Sports Addition Division No. 2 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 Action Sports Addition Division No. 2. The Planning and Zoning Commission considered this item at its November 14, 2023, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

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

Fiscal Impact
NA

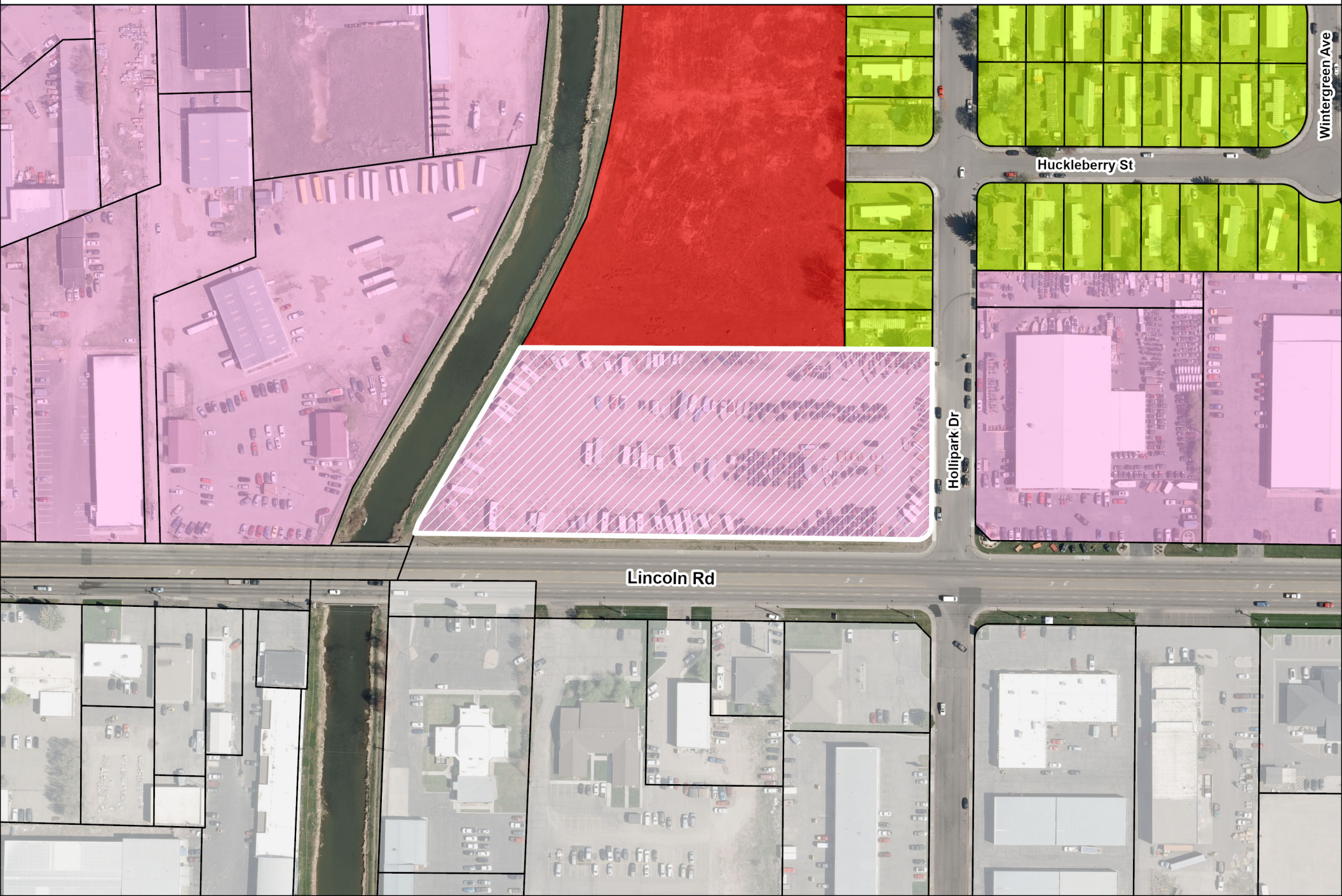
Legal Review
This application has been reviewed by the Legal Department and is consistent with applicable law.

Zoning

PLAT23-019 Action Sports Div 2

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLAT23-019 Action Sports Div 2



BASIS OF BEARING NOTE

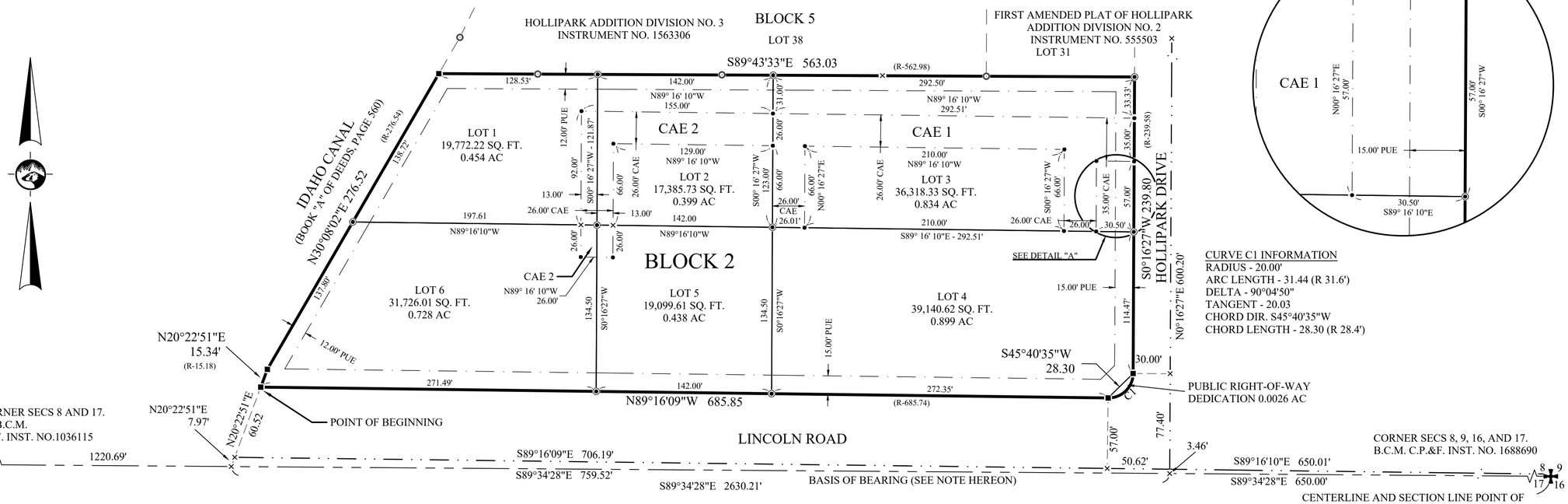
The bearings on this plat relate directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101), US Survey Feet, and using a combined scale factor of 1.000277265 for a grid-to-ground conversion (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

1/4	SEC	T	R
	8	2N	38E

ACTION SPORTS ADDITION
DIVISION NO. 2

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

BEING A REPLAT LOT 32, BLOCK 5, OF THE 1ST AMENDED HOLLIPARK ADDITION DIVISION NO. 2, ALSO BEING GOVERNMENT LOT 2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, T. 2 N. R. 38 E., B.M.



CURVE C1 INFORMATION
RADIUS - 20.00'
ARC LENGTH - 31.44 (R 31.6')
DELTA - 90°04'50"
TANGENT - 20.03
CHORD DIR. S45°40'35"W
CHORD LENGTH - 28.30 (R 28.4')

LEGEND

✛/▬	PLSS SECTION CONTROL (AS NOTED)
◉	SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
•	SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
■	FOUND 3-1/2" BUREAU OF LAND MANAGEMENT MONUMENT DATED 1996, OR OTHER MONUMENT AS NOTED
○	FOUND IRON ROD WITH NO CAP
×	CALCULATED POINT (NOT SET)
(R)	DEPENDENT RESURVEY AND SURVEY OF LOTS - RECORD INFORMATION, RECORDED IN BONNEVILLE COUNTY AS INSTRUMENT NO. 942426

———	SUBDIVISION BOUNDARY
———	LOT BOUNDARY LINE
— — —	ADJOINING BOUNDARIES
— · — · —	ROAD CENTERLINE
———	PLSS SECTION LINE
— · — · —	EASEMENTS (AS NOTED)
— — — —	SURVEY TIES
SQ. FT.	SQUARE FEET
B. C. M.	BRASS CAP MONUMENT
C.P.&F.	CORNER PERPETUATION AND FILING RECORD
INST.	INSTRUMENT
PUE	PUBLIC UTILITY EASEMENT
CAE	CROSS-ACCESS EASEMENT

SURVEY NARRATIVE

1. The purpose of this survey is to plat the subject property for development.
2. A Dependent Resurvey and Survey of Lots was completed by the Bureau of Land Management officially filed March 3, 1997 around the exterior of the original Block 5 Lot 32. 3-1/2" BLM monuments were set at all corners. With the exception of the NE corner, all were recovered.
3. The Forsgren monument at the NE corner is located S71°47'17"W 1.81 feet from the location shown. The origin of this monument is unknown. BLM field notes from the above mentioned Dependent Resurvey mentioned that the original Cunningham monument was not located. The Forsgren monument was not a part of that survey. The other reference monuments listed in the BLM field notes could not be found as part of this survey. It is possible that the Forsgren monument had been disturbed in conjunction with street improvement in that area. Several other original monuments from the First Amended Plat of Hollipark Addition, Division No. 2 were located during this survey, both north and west of this corner in question. This confirmed that the location of the Forsgren monument did not fit any of the record information in this area. As such, its position has not been used in this survey.
4. Documents used in conjunction with this survey include Subdivision Plat Instrument Nos. 555503 and 1563306; Warranty Deed for Idaho Canal Company, Book "A" of Deeds, Page 560; BLM Dependent Resurvey and Survey of Lots Instrument No. 942426; State of Idaho Deed Instrument No. 1542577.

60 0 60 120 180
GRAPHIC SCALE – FEET
1" = 60'

Justin M. Steffler, P.L.S. 14222 Date

PRELIMINARY
PROFESSIONAL LAND SURVEYOR LICENSE 14222 STATE OF IDAHO JUSTIN M. STEFFLER

CONNECT ENGINEERING
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401- 208.681.8590

TITLE	ACTION SPORTS DIV. 2		
DATE:	03/05/24	DRAWN/CHK BY:	PS/JS
PROJECT:	17056/T2NR38E/S18		

BADGER AERIAL MAPPING & SURVEYING
4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

STAFF REPORT

FINAL PLAT
Action Sports Addition Division NO. 2
A Replat of Hollipark Addition NO. 2 First Amended
April 11, 2024

IDAHO FALLS

Community Development Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally, north of Lincoln Rd, east of the Idaho Canal, south of Hawthorne St, west of Hollipark Dr.

Size: 3.756 acres

Lots: 6

Existing Zoning:
Site: HC
North: LC, RMH
South: LM
East: HC
West: HC

Existing Land Uses:
Site: Commercial
North: Vacant, Residential
South: Industrial
East: Commercial
West: Commercial

Future Land Use Map:
Mixed Use Centers and Corridors

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **approve** the final plat for Action Sports Additions Division NO. 2.

History: This property was annexed in 1978 and platted as part of Hollipark Div. 2. The property is currently zoned HC, Highway Commercial and is occupied by Action Motor Sports for outdoor display and storage.

Staff Comments: The final plat comprises of six buildable lots on approximately 3.756 acres of land. Access to the lots will come off Hollipark Drive, a local street with a cross access easement that will allow access to the interior lots. An additional access off of Lincoln Road will be allowed to Lot 6, also with cross access easements to the other lots. Accesses will be according to the Access Management Plan. There are no lot size requirements or height restrictions in the HC Zone.

The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors, which encourages mixed-use buildings, recreations centers, and commercial uses.

Staff Recommendation: Both Staff and the Planning and Zoning Commission have reviewed the final plat and find that it complies with the Subdivision and Comprehensive Zoning Ordinances and recommends approval of the final plat for Action Sports Division NO. 2.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	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.	Hollipark Dr – 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.

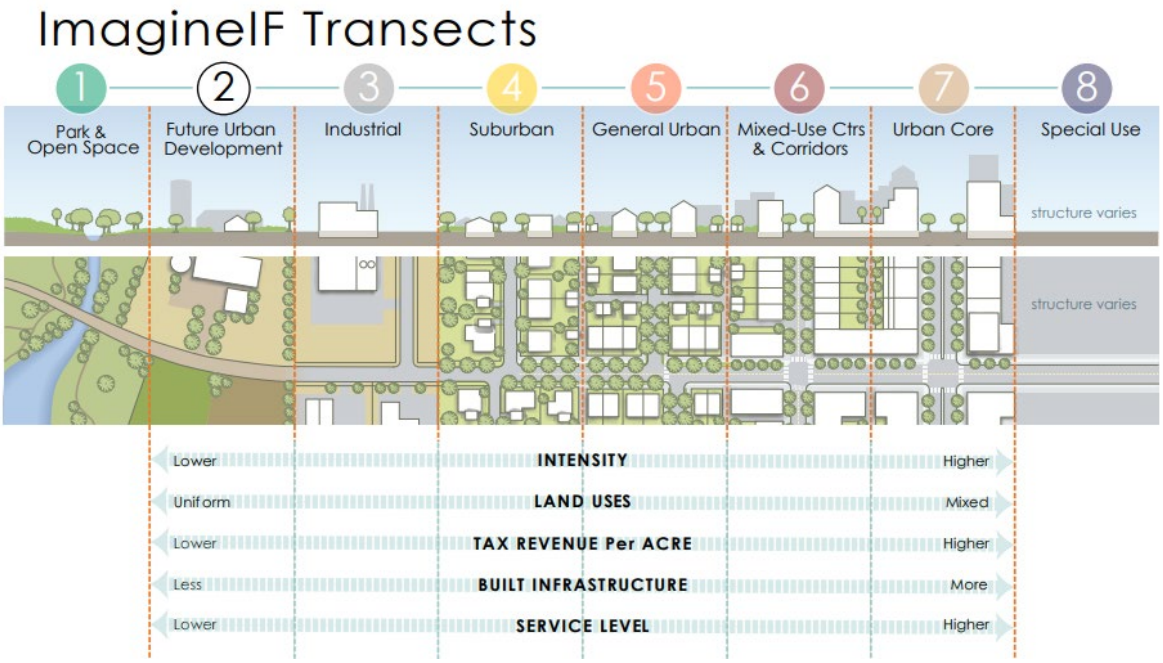
Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES
(D) Highway Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings setback from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

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

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

Comprehensive Plan:





6. **Mixed-Use Centers & Corridors**

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

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

November 14, 2023 7:00 p.m. Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Kristi Brower, Forrest Ihler, Bill Scott, Margaret Wimborne Ogden, Forrest Ihler, Bill Scott, Glen Ogden.

MEMBERS ABSENT: Marsha McDaniel, Scott Geddes, Arnold Cantu, Dale Storer.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Planners David Peterson, Naysha Foster, David Peterson, Brian Stevens and interested citizens.

CALL TO ORDER: Wimborne called the meeting to order at 7:00 p.m.

MINUTES: Ogden moved to accept the minutes of October 4, 2023, Scott seconded the motion. The motion passed unanimously.

Business:

5. PLAT 23-019: FINAL PLAT. Action Sports Addition Division No. 2.

Applicant: Barry Bane, Connect Engineering, 2295 Yellowstone, Suite 6, Idaho Falls, Idaho. Bane presented the property consisting of approximately 3.75 acres with 6 buildable lots with access off Hollipark and Lincoln and cross access easements throughout the development. It is zoned HC in the City.

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

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Action Sports Addition Division No. 2., Brower seconded the motion. Wimborne called for roll call vote Brower, yes; Ihler, yes; Scott, yes; Wimborne, yes; Ogden, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF ACTION SPORTS ADDITION, DIVISION NO. 2 LOCATED NORTH OF LINCOLN RD, EAST OF THE IDAHO CANAL, SOUTH OF HAWTHORNED ST, WEST OF HOLLIPARK DR.

WHEREAS, the applicant filed an application for a final plat on June 22, 2023; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 14, 2023; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 11, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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 3.756-acre parcel located north of Lincoln Rd, east of the Idaho Canal, south of Hawthorne St, west of Hollipark Dr.
3. The final plat includes 6 buildable lots.
4. Access to the subdivision will come from Holipark Dr, a local street with cross access easements to the interior lots.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the HC, Highway Commercial Zone.

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 CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
ACTION SPORTS ADDITION DIVISION NO. 2

This DEVELOPMENT AGREEMENT ACTION SPORTS ADDITION DIVISION NO. 2 DIVISION NO. 2 ("AGREEMENT"), made this _____ day of _____, 2024, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ACTION MOTOR SPORTS, ("DEVELOPER"), whose mailing address is 1355 East Lincoln Road, Idaho Falls, Idaho 83401

.

W I T N E S S E T H:

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

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

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

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

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

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

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

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

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

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

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

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

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

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

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

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

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

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

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

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has

been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

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

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

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

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

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

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

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

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

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars ($100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

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

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

ACTION MOTOR SPORTS

By _____
Steve Dutcher, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

_____
Notary Public of Idaho
(Seal) Residing at: _____
My Commission Expires:_____

STATE OF IDAHO)
) ss:
County of _____)

On this 8th day of February, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Steve Dutcher, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

BRODY WRIGHT NOTARY PUBLIC Comm. No. 20203242 STATE OF IDAHO EXPIRES 09/08/2028

_____
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 9/8/2028

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
ACTION SPORTS ADDITION DIVISION NO. 2

Government Lot 2, Township 2 North, Range 38 East, of the Boise Meridian, as it was officially filed and accepted by the Chief Cadastral Surveyor for the State of Idaho and Recorded with Office of the Recorder for Bonneville County as Instrument Number 942426 as a Dependent Resurvey and Survey of Lots, this Government Lot being a survey of Lot 32, Block 5 of the First Amended Plat of Hollipark Addition Division No. 2 to the City of Idaho Falls, Bonneville County, Idaho.

Containing 163,440.89 Square Feet or 3.752 Acres

EXHIBIT "B"
SPECIAL CONDITIONS
ACTION SPORTS ADDITION DIVISION NO. 2

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 Hollipark Drive and Lincoln Road. There shall be one (1) access allowed onto Hollipark Drive and one (1) access allowed onto Lincoln Road. The center of access onto Hollipark Drive shall be placed approximately fifty feet (50') south from the Northeast property corner of Lot 3, Block 2. The center of access onto Lincoln Road shall be placed approximately one hundred thirty feet (130') east from the Southwest property corner of Lot 6, Block 2, as subject to approval by CITY's Engineer.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 4.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm 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 responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 5.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall at DEVELOPER's sole expense, install all power infrastructure as per the approved and signed contractor's map provided by Idaho Falls Power. All installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at time of CITY final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at time of CITY final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy the settling. This includes but not limited to all settlement of trenching, transformer bases, fiber boxes, conduit separation.

Memorandum

File #: 24-191 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, April 1, 2024
DEPARTMENT: Community Development Services

Subject
Quasi-judicial Public Hearing-Rezone from I&M, Industrial and Manufacturing to HC, Highway Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 3.671 acres, Part of the Southeast ¼ of Section 24 and the Northeast ¼ of Section 25, Township 2 North, Range 37 East

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance Rezoning approximately 3.671 acres, Part of the Southeast ¼ of Section 24 and the Northeast ¼ of Section 25, Township 2 North, Range 37 East from I&M, Industrial to HC, Highway Commercial, under 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 Rezone from I&M to HC 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 the application for Rezoning from I&M to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.671 acres, Part of the Southeast ¼ of Section 24 and the Northeast ¼ of Section 25, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its March 5, 2024, meeting and unanimously voted to recommend approval of the zone change from I&M to HC to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☒ ☐

The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes policies and

goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
The application and ordinance have been reviewed by the Legal Department pursuant to applicable law.

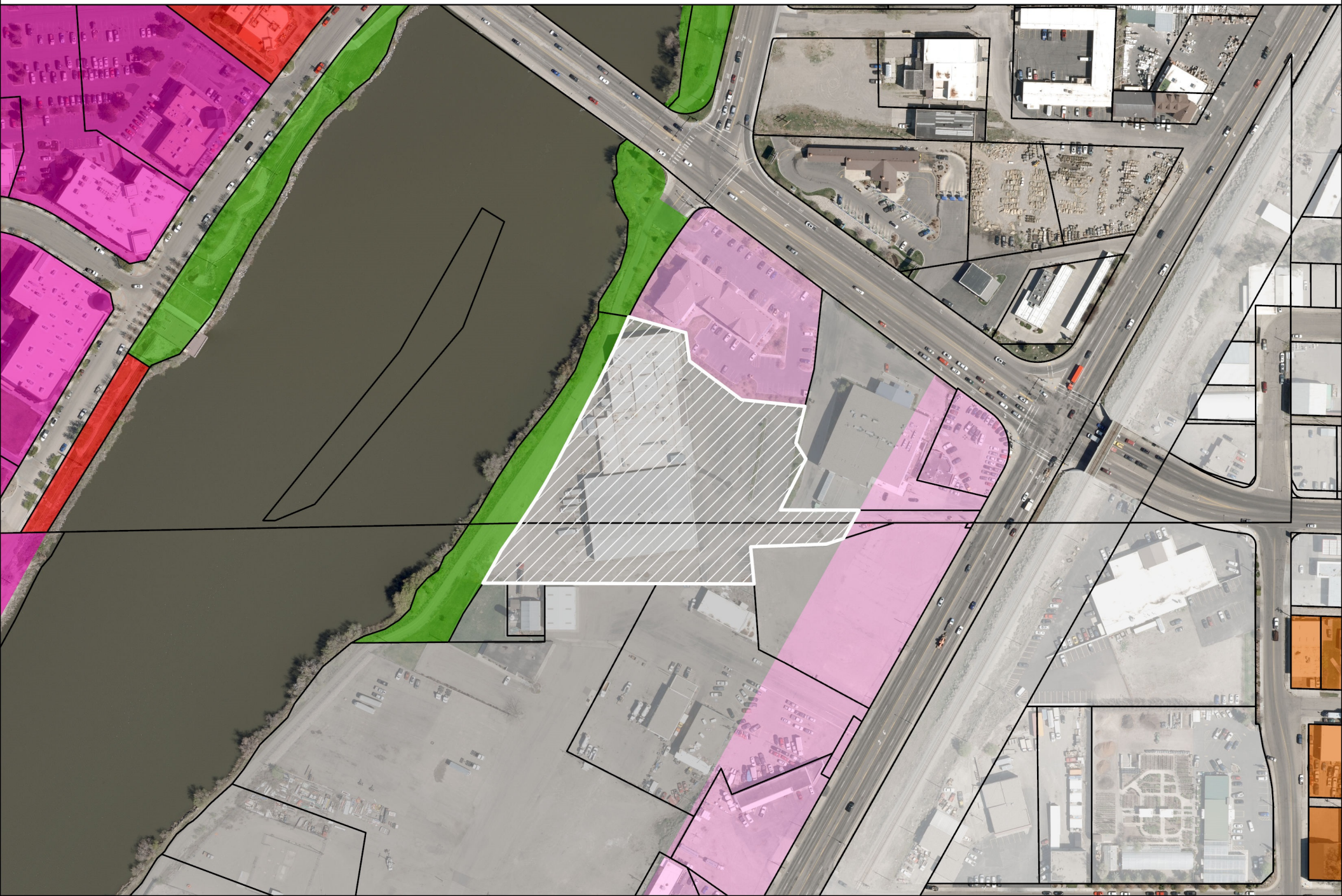
Zoning

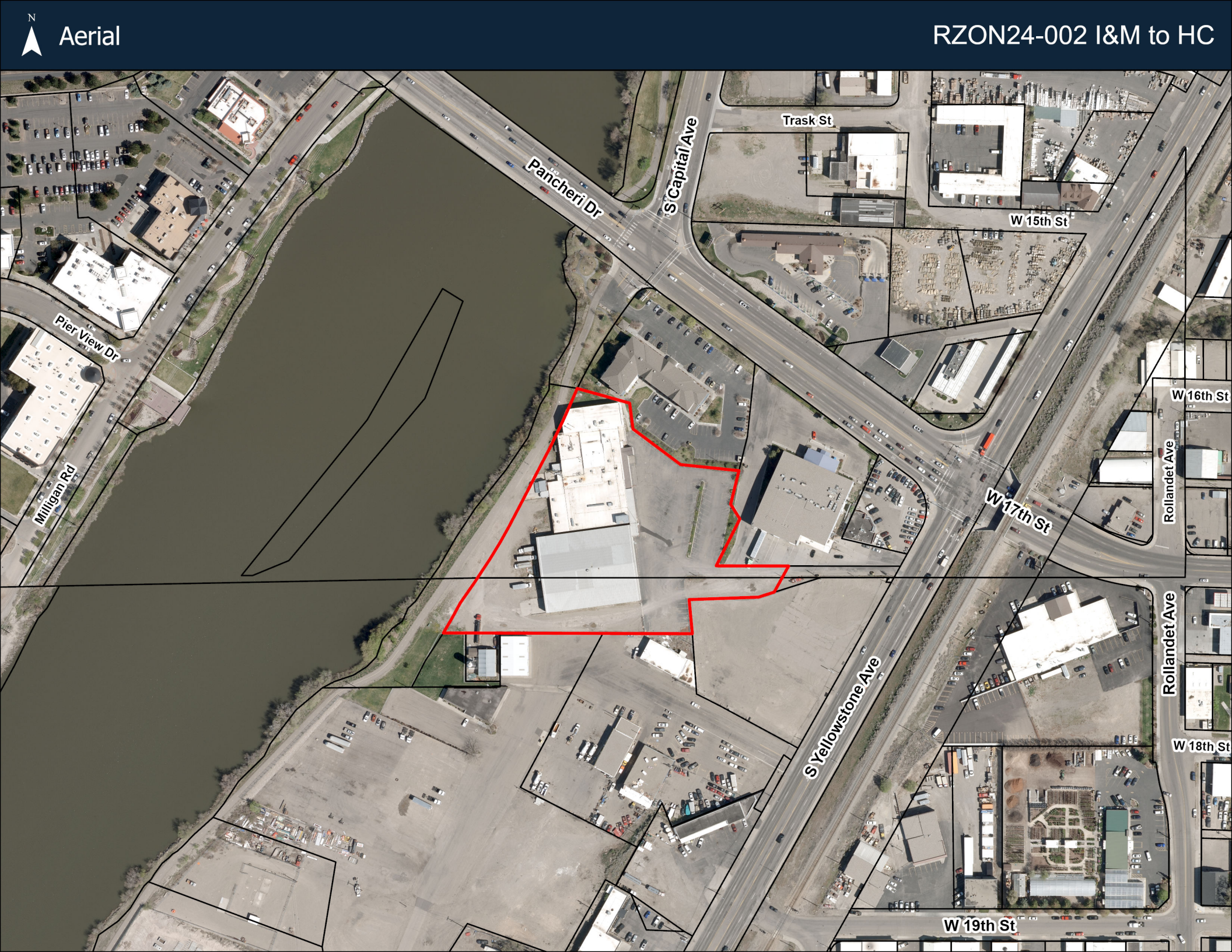
RZON24-002 I&M to HC

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

N



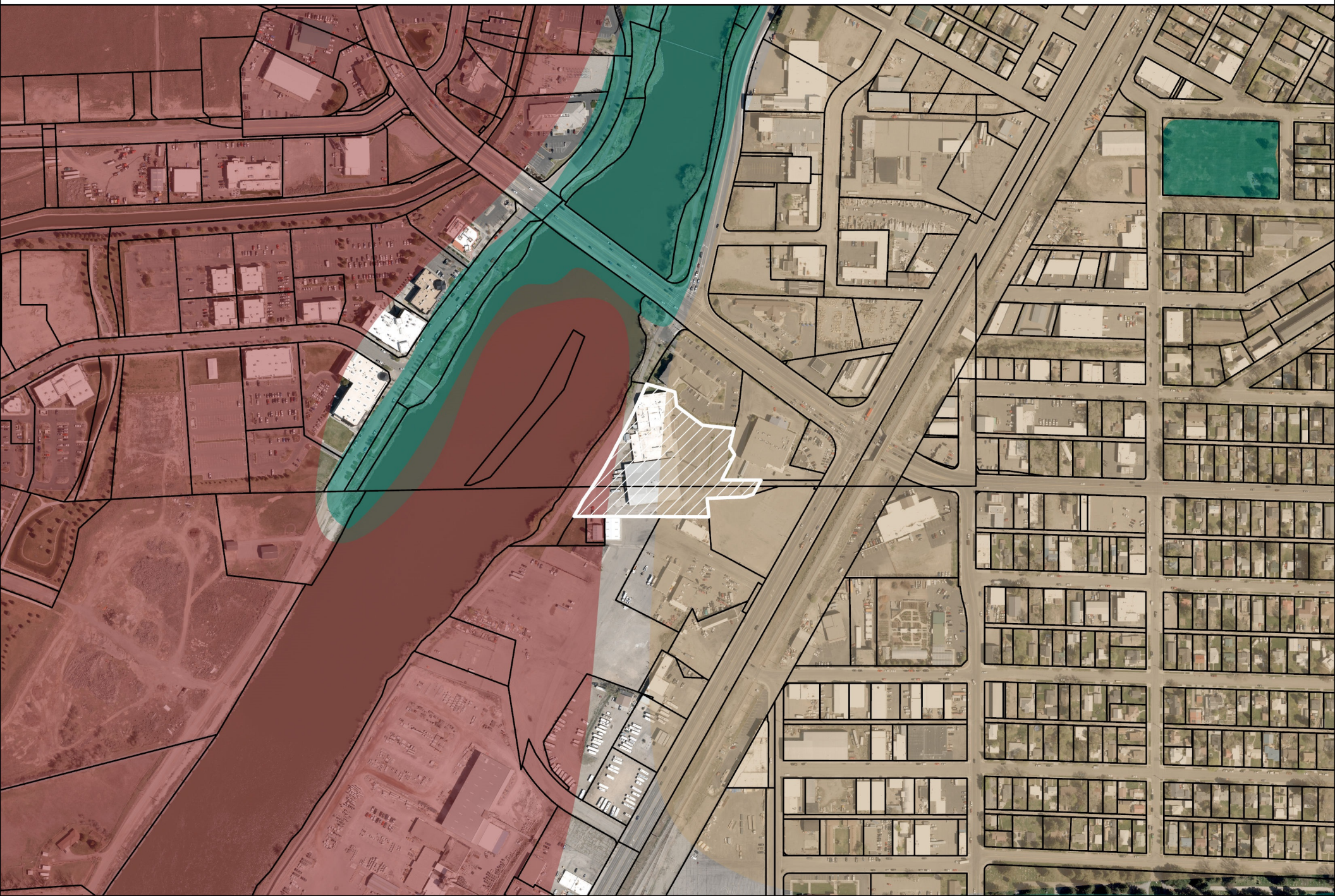

N
Aerial
RZON24-002 I&M to HC
Pancheri Dr
S Capital Ave
Trask St
W 15th St
Pier View Dr
Milligan Rd
W 16th St
Rollandet Ave
W 17th St
S Yellowstone Ave
Rollandet Ave
W 18th St
W 19th St

Comprehensive Plan

RZON24-002 I&M to HC

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

N



Airport Compatible Land Use

RZON24-002 I&M to HC

Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface

Controlled Development

Limited Development

No Development

N



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		
Dwelling, Multi-Unit*			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		

Proposed Land Use Classification	LM	I&M	R&D	P
Fuel Station, Super	P	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) (Ord. 3496. 12-8-22)

STAFF REPORT

REZONE from I&M, Industial and Manufacturing to HC, Highway Commercial
1740 S Yellowstone
April 11, 2024

IDAHO FALLS

Community Development Services

Applicant: HLE, Inc.

Project Manager: Caitlin Long

Location: Generally located north of Sunnyside Rd, east of the Snake River, south of Pancheri Dr, west of S Yellowstone Ave.

Size: approx. 3.671

Existing Zoning:
Site: I&M
North: HC
South: I&M
East: I&M/HC
West: P

Existing Land Uses:
Site: Vacant
North: Lodging Facility
South: Industrial
East: Industrial /Commercial
West: Public

Future Land Use Map: Urban Core/Mixed Use Centers and Corridors

Attachments:
1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the rezone from I&M, Industrial and Manufacturing to HC, Highway Commercial

History: This property was annexed into the city in 1940. The use of the property has historically been industrial until recently when the building on the lot was demolished. The property has been zoned industrial—being IM-1 prior to 2018. After the city-wide rezone, it continued to be I&M, Industrial and Manufacturing with a Tower 2 (Wireless Communications) Overlay Zone on part of the property. The property also has a Controlled Development Airport Overlay Zone.

Staff Comments: The requested zone is HC, Highway Commercial. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes.

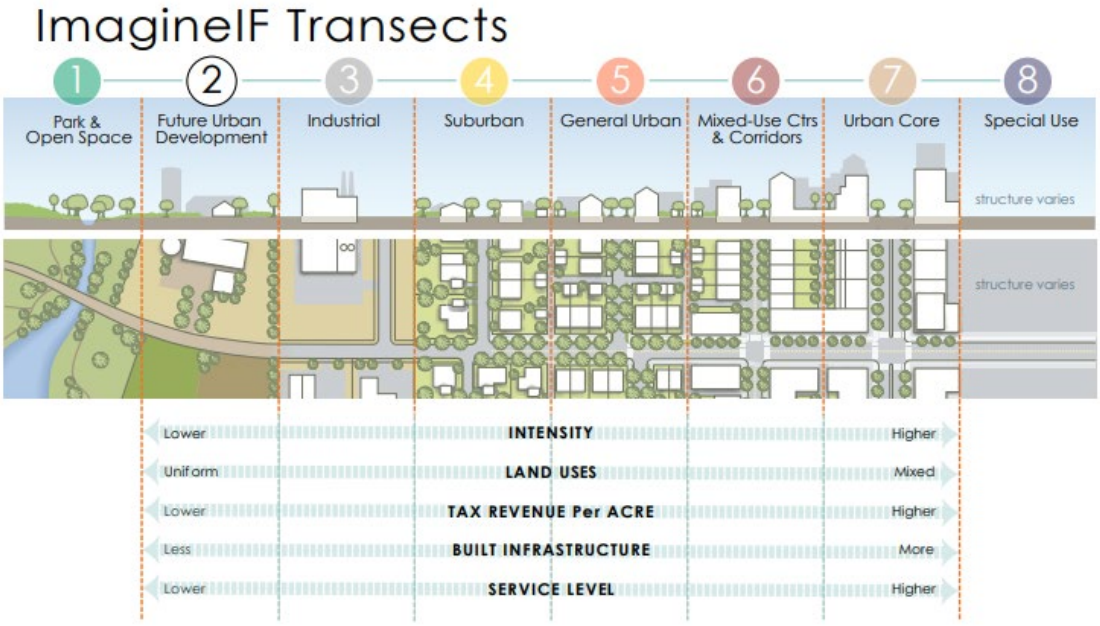
The Comprehensive Plan for this area is a mix of Urban Core and Mixed-Use Centers and Corridors, and the rezone to Highway Commercial more aligns with these transects than the Industrial and Manufacturing. Highway Commercial is in the vicinity and borders the property being requested for the rezone. The property has a Tower 2 Overlay and a Controlled Development Airport Overlay zone, both overlays would not affect the development of the HC zone.

The property has frontage on the Riverwalk pathway system and Snake River. The City has encouraged the redevelopment of riverfront property from industrial uses to mixed use commercial uses. The requested rezone is consistent with this approach.

The applicant held a neighborhood meeting and that information is part of the packet.

Staff Recommendation: Staff recommends approval of the rezone from I&M and HC as it is consistent with the policies of the Comprehensive Plan and the surrounding zoning of the area.

Comprehensive Plan Policies:

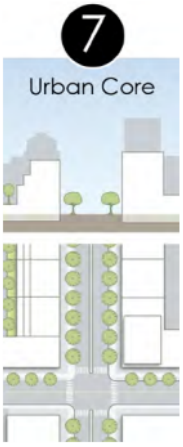




6. **Mixed-Use Centers & Corridors**

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

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



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

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	**Staff Comment**
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The rezone would better align the property with the Comprehensive Plan.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	Access will come from Pancheri, which is a minor arterial. The access from Pancheri is already established and the minor arterial can handle the increase of traffic from the future use on the property. Good connection with the Riverwalk will also make the area more walkable which will assist in diminishing traffic needs.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Staff would anticipate little to no impact to the capacity of existing public services as a result of the zone change.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	Staff expects that with the change from industrial to commercial would actually improve any adverse affects on the property.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	This area was recently included within a Redevelopment Agency District signaling the potential for reuse and redevelopment.
Zoning Application Questions:	**Applicant's Response:**
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	Allowed uses in the HC Zone fit well with the Mixed use and Urban Core plan areas.
What changes have occurred in the area to justify the request for rezone?	Existing use has ended allowing the property owner to repurpose the property. The HC Zone is more inline with the property owner goals. Allowed uses will fit well with the commercial uses to the north and west.
Are there existing land uses in the area similar to the proposed use?	The Existing Candlewood Hotel and commercial uses across the river is in line with the allowed uses in the HC Zone and property owner goals
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	The lot will require easements from the properties to the north which share a common owner. With this in mind the property is of sufficient size to allow for many different types of commercial uses

Zoning Ordinance:
11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

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

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

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

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

(Ord. 3233, 12-20-18)

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

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

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

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

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, Craftsman	P	P	P	P	

Proposed Land Use Classification	PB	CC	LC	HC	PT
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

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

March 5, 2024 7:00 p.m. Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Forrest Ihler, Kristi Brower, Marsha McDaniel, Bill Scott, Dale Storer, Arnold Cantu.

MEMBERS ABSENT: Glen Ogden.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Planners Naysha Foster, Caitlin Long, Brian Stevens; Assistant City Attorney, Jacob Beck, Esq., and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of February 6, 2024, with two small changes Brower seconded the motion. Ihler called for roll call vote: Storer, yes; Scott, yes; Ihler, yes; Brower, yes; McDaniel, yes; Cantu, yes. The motion passed unanimously.

Public Hearing (s):

2. REZONE 24-002: Rezone from I&M, Industrial and Manufacturing to HC, Highway Commercial. Located north of Sunnyside Road, East of the Snake River, south of Pancheri Drive, West of S Yellowstone Ave.

Ihler opened the public hearing.

Applicant: Gilmore Jenkins, Harper Leavitt Engineering, 101 South Park Ave., Idaho Falls, Idaho, Jenkins represents the owner. The property is located east of the River, south of Pancheri, west of Yellowstone behind Candlewood Suites Hotel. This was a jerky plant and warehouse space, and that use has ended. The building has been demolished to a frame. They are hoping to rezone from I&M to HC zone which will match what the Candlewood Suite Hotel is and the properties against Yellowstone. It fits with the City's Comprehensive Plan and the uses in the HC Zone will be better suited to be adjacent to the path along the River.

Storer asked where the access will be for the property. Jenkins stated that there are currently cross access easements from the adjoining properties to get back to the property, and the owner is the same for this property, Candlewood suites, and the commercial lot to the west of Candlewood Suites. Jenkins added that they are obtaining additional widths for easements and that process is in discussion. The current easements are 24' currently and fire requires 26'. Storer asked if they are recorded easements. Jenkins stated that they are currently recorded. Jenkins showed where the easements are on the map and where the intended access point will be at this point.

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

Scott asked what the Tower 2 Overlay is. Long indicated that Tower 2 overlay is for cell towers, and towers can only go in certain areas and that is one zone that it would be allowed in.

Support/Opposition:

No one appeared in support or opposition.

Ihler closed the public hearing.

Ihler feels this is a no brainer as he sees the land transitioning from I&M to more retail/commercial. He hates seeing industrial along the River and feels they need better amenities and projects that are public facing along the River.

Storer stated that it is an appropriate rezone, and certainly is a better direction than I&M. Storer is concerned about the access over a private easement, as you have a private access agreement that the City has no control

over, and the City is not a party to the easement and does not control the traffic, parking and snow removal. Storer would like that to be examined policy wise, if the City will allow access to a private easement.

Ihler stated that you could look at this like a big commercial park like a big shopping center, and those are all private with easements working their way to public lots. The access off Pancheri and Yellowstone is rough, and maybe as the area develops, better access could come about. Storer stated that a shopping center has access to the public street, and so this is slightly different. Storer is concerned for fire safety issues. Storer agreed that it is not pertinent to the rezone, but when the City gets to a development agreement, they need to look at that issue.

McDaniel feels the rezone makes a lot of sense, and she wants to see more walkability there around the River. She does worry about crossing the road, as it is not a pleasant street to cross, but that is outside of the prevue of this Commission.

McDaniel moved to recommend to the Mayor and City Council approval of the Rezone from I&M to HC for property located at 1740 South Yellowstone. Brower seconded the motion. Ihler called for roll call vote: Storer, yes; Scott, yes; Ihler, yes; Brower, yes; McDaniel, yes; Cantu, yes.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 3.671 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M, INDUSTRIAL AND MANUFACTURING, TO HC, HIGHWAY COMMERCIAL AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is HC, Highway Commercial for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Urban Center" and "Mixed Use Centers and Corridors"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 5, 2024, and recommended approval of zoning the subject property to HC for the zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 11, 2024.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Part of the SE 1/4 of Section 24 and the NE 1/4 of Section 25, T 2N, R 37E

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "HC Highway Commercial" 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 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. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 2024.

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 REZONING OF APPROXIMATELY 3.671 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M, INDUSTRIAL AND MANUFACTURING, TO HC, HIGHWAY COMMERCIAL ; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONE CHANGE FROM I&M, INDUSTRIAL AND MANUFACTURING, TO HC, HIGHWAY COMMERCIAL, GENERALLY LOCATED NORTH OF SUNNYSIDE ROAD, EAST OF THE SNAKE RIVER, SOUTH OF PANCHERI DRIVE, WEST OF SOUTH YELLOWSTONE AVENUE.

WHEREAS, the applicant filed an application for a rezone on January 23, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 5, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on April 11, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to 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 3.671 acres generally located north of Sunnyside Road, east of the Snake River, south of Pancheri Drive, west of South Yellowstone Avenue.
3. The Comprehensive Plan designates this area as Urban Core and Mixed Use Centers and Corridors.
4. The proposed zoning of HC is consistent with the Comprehensive Plan map, and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning of the property to HC, Highway Commercial.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

hleinc.com
LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING
CIVIL AND STRUCTURAL ENGINEERING | MATERIALS TESTING
PROFESSIONAL ENGINEERS & LAND SURVEYORS

101 S Park Ave. #210
Idaho Falls, Idaho 83402
(208) 524-0212

800 W. Judicial St.
Blackfoot, Idaho 83221
(208) 785-2977

November 28, 2023

To Whom it may Concern:

Business and property owners and residents are invited to attend a public neighborhood meeting held by HLE Inc. Meeting details include:

Date and Time: Wednesday December 20th, at 6:00 p.m.
Location: HLE Conference Room, 101 S. Park Ave Ste 210, Idaho Falls, ID 83402

The subject of this meeting will be the discussion of the proposed parcels to be rezoned. The parcels are RPA00007249513 and RPA00007250015 in the South East 1/4 of Section 24, Township 2 North, Range 37 East of The Boise Meridian. The rezone request will be to rezone from Zone Industrial and Manufacturing to Zone Highway Commercial.

The Purpose of this meeting is to provide general information regarding zoning use allowance and the potential plan for the property to the public and discuss any questions that the public may have after the presentation. Enclosed is a vicinity map of the two parcels to be discussed for the meeting.

Please respond via letter or email wether or not a representative will be in attendance.

Regards,

Gilmore Jenkins
gilmorej@hleinc.com
(208) 524-0212

City of Idaho Falls Zoning Map

IDAHO FALLS

N W E S

November 29, 2023

CC Zone

Public

Milligan Rd

LC Zone

Pancheri Dr

Form Based Code Zone

HC Zone

I&M Zone

Area to be Rezoned From I&M to HC

S Yellowstone Ave

W 15th St

W 17th St

Rollandet Ave

LM Zone

TN Zone

TN Zone

City of Idaho Falls

11-1-3: ESTABLISHMENT OF ZONES.

Table 11-1-1: Established Zones

Zone Type	Zone Abbreviation	Zone Name
Residential	RE	Residential Estate
	RP	Residential Park
	R1	Single Dwelling Residential
	R2	Mixed Residential
	TN	Traditional Neighborhood
	R3	Multiple Dwelling Residential
	R3A	Residential Mixed Use
	RMH	Residential Mobile and Manufactured Home
Commercial	PB	Professional Business Office
	CC	Central Commercial
	LC	Limited Commercial
	HC	Highway Commercial
Industrial	LM	Light Manufacturing and Heavy Commercial
	I&M	Industrial and Manufacturing
Special Purpose	R&D	Research and Development
	P	Public

Neighborhood Meeting Minutes

Meeting Date: 12/20/2023

Meeting Time: 6:00 pm – 6:30 pm

Presenter: Gilmore Jenkins HLE, Inc.

Location: 101 S Park Ave Ste 210, Idaho Falls ID, 83402

Room Number: Conference Room

Meeting Minutes

Presenter Started Meeting at 6:00 pm

The Presenter being the only participant choose to wait until other attendees arrived to continue with the presentation.

The Presenter waited the entire meeting block without the arrival of any other participates and closed the meeting at 6:30 pm.

Neighborhood Meeting Sign In Sheet
Meeting Info - Rezone of 1740 S Yellow Stone Highway, Idaho Falls ID
Date 12/20/2023

Name	Address
Gilmore Jenkins	1015 Park Ave sbc 210 Idaho Falls ID

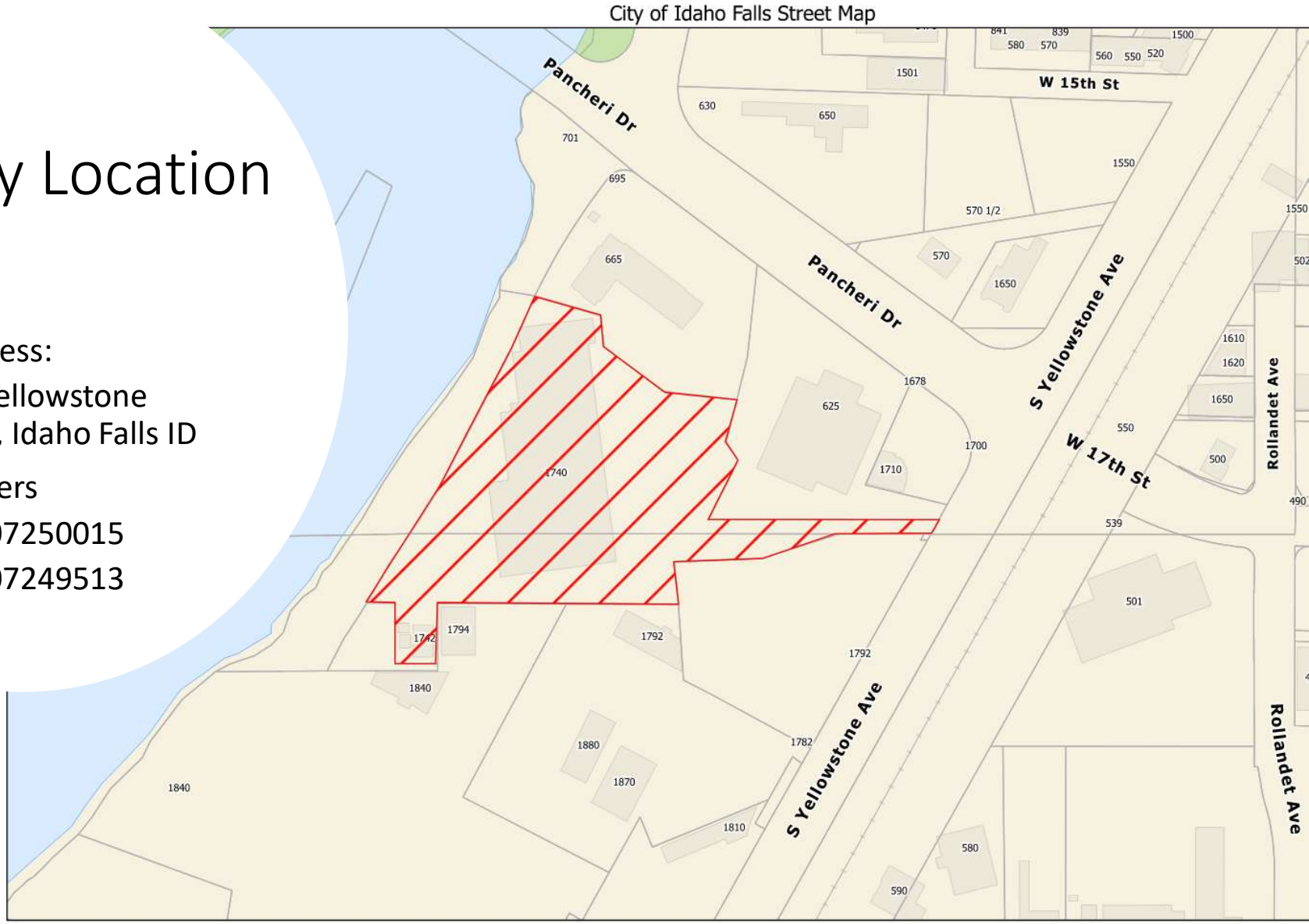
Neighborhood Meeting
For
Rezone from I&M to HC Zones

Wednesday December 20, 2023

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

Property Location

- Current Address:
  - 1740 S Yellowstone Highway, Idaho Falls ID
- Parcel Numbers
  - RPA00007250015
  - RPA00007249513



Uses Allowed in Each Zone

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

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

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

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

Commercial	
Proposed Land Use Classification	**HC**
Accessory Use	P
Accessory Use, Fuel Station*	P
Accessory Use, Storage Yard*	P
Amusement Center, Indoor	P
Amusement Center, Indoor Shooting Range*	P
Amusement Center, Outdoor*	P
Animal Care Clinic*	P
Animal Care Facility*	P
Bed and Breakfast*	
Boarding /Rooming House	
Building Material, Garden and Farm Supplies	P
Cemetery*	C_2
Club*	P
Communication Facility	P
Day Care, all Types*	P
Drinking Establishment	P
Drive-through Establishment *	P
Dwelling, Accessory Unit *	P
Dwelling, Multi-Unit*	
Dwelling, Multi-Unit Attached*	
Dwelling, Single Unit Attached*	
Dwelling, Single Unit Detached	
Dwelling, Two Unit	
Eating Establishment	P
Eating Establishment, Limited	P
Financial Institutions	P
Entertainment and Cultural Facilities	P
Equipment Sales, Rental and Services	P
Food Processing, Small Scale	P
Food Store	P
Health Care and Social Services	P
Higher Education Center	P
Home Occupation*	P
Hospital*	C_2
Industry, Craftsman	P

Industrial	
Proposed Land Use Classification	**I&M**
Accessory Use	P
Accessory Use, Fuel Station*	P
Accessory Use, Storage Yard*	P
Airport	
Agriculture*	P
Agriculture Tourism	P
Amusement Center	P
Amusement Center, Indoor Shooting Range*	P
Amusement Center, Outdoor*	P
Adult Business*	P
Animal Care Clinic*	P
Animal Care Facility*	P
Artist Studio	P
Auction, Livestock	C_2
Building Contractor Shop	P
Building Material, Garden and Equipment	P
Cemetery*	
Club*	P
Communication Facility	P
Correctional Facility or Jail	P
Day Care Center*	P
Drinking Establishment	P
Drive-through Establishment*	P
Dwelling, Accessory Unit*	P
Eating Establishment	P
Dwelling, Multi-Unit*	
Eating Establishment, Limited	P
Equipment Sales, Rental and Service	P
Financial Institution	P
Food Processing, Small Scale Processing With or Without Sales	P
Food Products, Processing, With or Without Retail Sales	P
Food Store	P

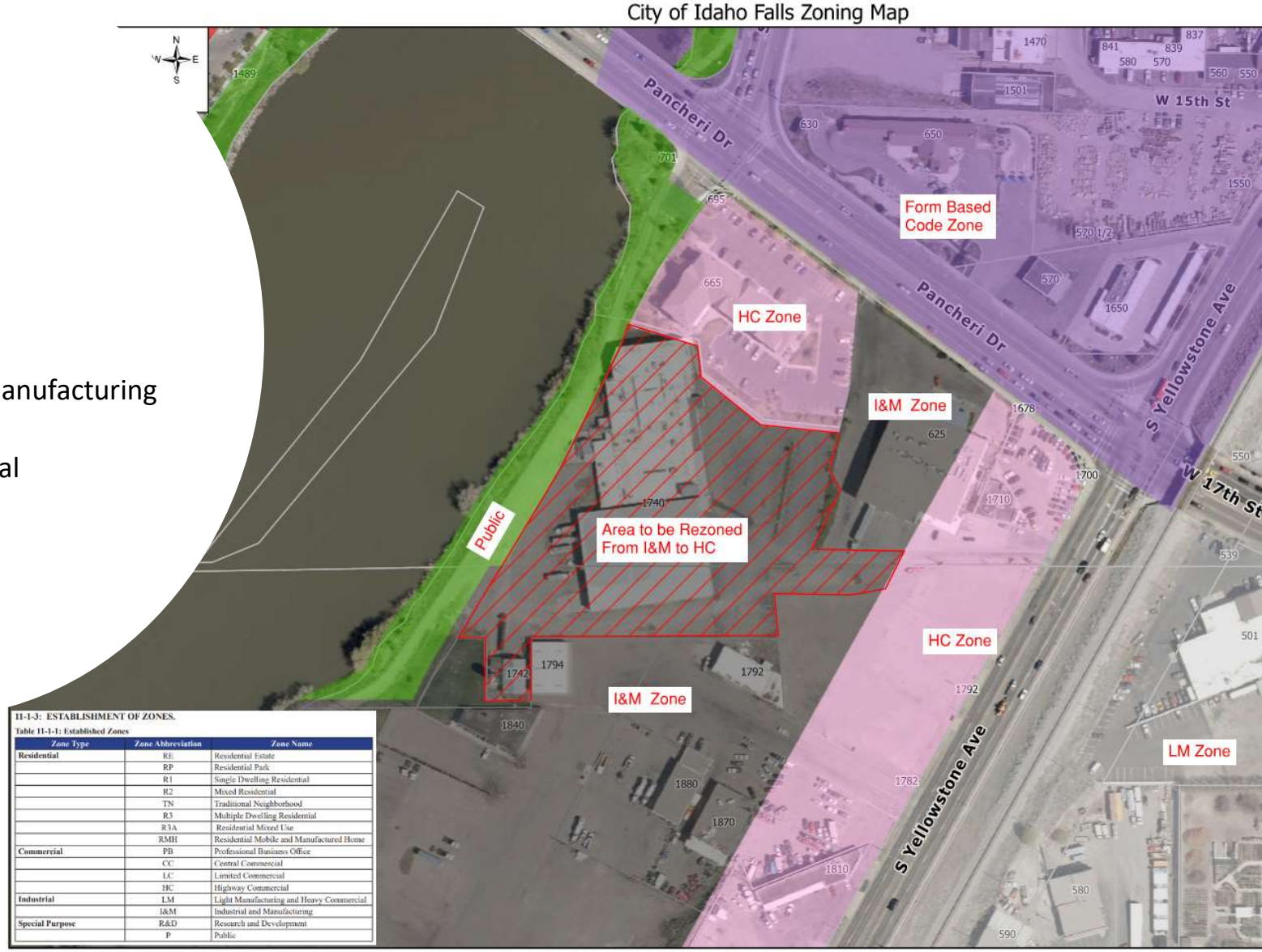
Proposed Land Use Classification	HC
Industry, Light	P
Information Technology	P
Laundry and Dry Cleaning	
Live-Work*	P
Lodging Facility	P
Mortuary	P
Parking Facility	P
Pawn Shop	
Personal Service	P
Professional Service	P
Planned Unit Development*	
Public Service Facility*	C_2
Public Service Facility, Limited	P
Public Service Use	P
Recreation Vehicle Park*	P
Religious Institution*	P
Residential Care Facility	P
Retail	P
School	P
Short Term Rental*	
Fuel Station	P
Fuel Station, Super	P
Storage Facility, Indoor	P
Storage Facility, Outdoor	P
Storage Yard*	P
Transit Station	P
Vehicle Body Shop	P
Vehicle Repair and Service	P
Vehicle Sales, Rental and Service	P
Vehicle Washing Facility	P

Proposed Land Use Classification	I&M
Fuel Station, Super	P
Health Care and Social Services	
Higher Education Facilities	
Hospital*	C_2
Industry, Craftsman	P
Industry, Heavy	P
Industry, Light	P
Information Technology	P
Laundry and Dry Cleaning	P
Lodging Facility	
Medical Support Facilities	
Parking Facility	P
Park and Recreation Facility*	
Pawn Shop	P
Personnel Service	P
Professional Service	P
Public Service Facility*	P
Public Service Facility, Limited	P
Public Service Use	P
Railroad Freight Terminal and Station	P
Recreational Vehicle Park*	
Research and Development Business	P
Retail	P
Storage Facility, Indoor	P
Storage Facility, Outdoor	P
Storage Yard*	P
Terminal Yard, Trucking and Bus	P
Transit Station	P
Vehicle Body Shop	P
Vehicle Sales, Rentals and Service	P
Vehicle Washing Facility	P
Warehouse	P
Warehouse, Wholesale With Flammable Materials	P

Highlighted uses are the allowed uses that are different between the two zones

Zoning Map

- Current Zoning
  - I&M – Industrial and Manufacturing
- Proposed Zone
  - HC-Highway Commercial

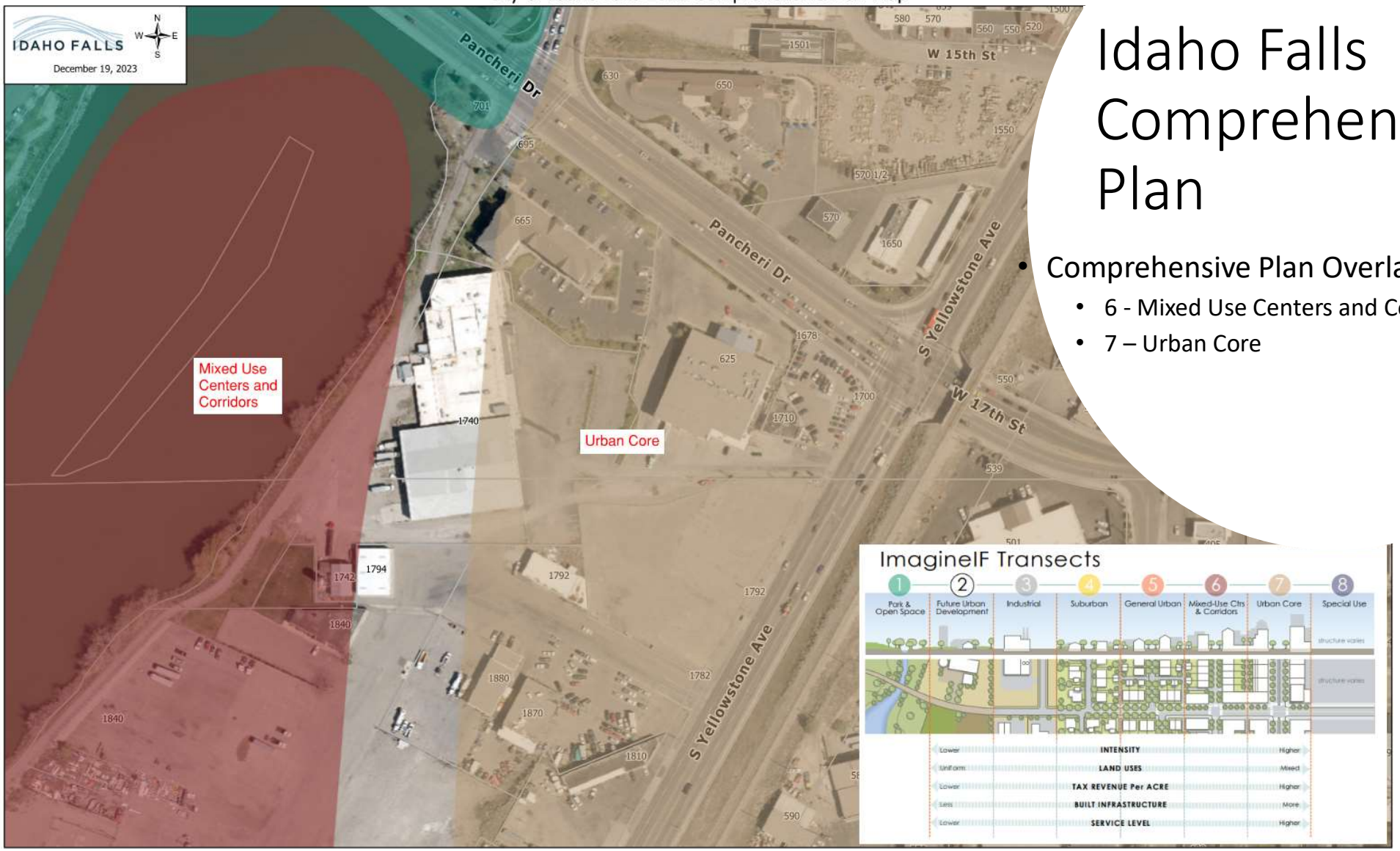


11-1-3: ESTABLISHMENT OF ZONES.

Table 11-1-1: Established Zones

Zone Type	Zone Abbreviation	Zone Name
Residential	RE	Residential Estate
	RP	Residential Park
	R1	Single Dwelling Residential
	R2	Mixed Residential
	TN	Traditional Neighborhood
	R3	Multiple Dwelling Residential
	R3A	Residential Mixed Use
	RMH	Residential Mobile and Manufactured Home
Commercial	PB	Professional Business Office
	CC	Central Commercial
	LC	Limited Commercial
	HC	Highway Commercial
Industrial	LM	Light Manufacturing and Heavy Commercial
	I&M	Industrial and Manufacturing
Special Purpose	R&D	Research and Development
	P	Public

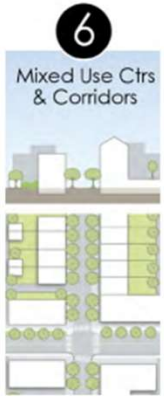
City of Idaho Falls 2022 Comprehensive Plan Map



Idaho Falls Comprehensive Plan

- Comprehensive Plan Overlays
  - 6 - Mixed Use Centers and Corridors
  - 7 – Urban Core

Comprehensive Plan Details



6. Mixed-Use Centers & Corridors

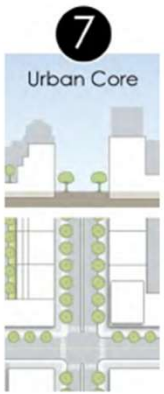
Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use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

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









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









Review & Questions

Current Zoning - I&M

Requested Zoning – HC

Some uses differ between the zones

Both zones allowed uses fit the Comprehensive Plan

Memorandum

File #: 24-192 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, April 1, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East.

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

1. Approve the Ordinance annexing approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East; assign a Comprehensive Plan Designation of "Mixed-Use Centers and Corridors;" and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is part 1 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. On March 5, 2024, the Planning Commission unanimously voted to recommend approval of the annexation with initial zoning of CC with the Controlled Development Airport Overlay Zone to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

Successful annexation consideration seeks consistency with the principles of the Comprehensive Plan, including Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination
The annexation legal description has been reviewed for accuracy by the Public Works Survey Division.

Fiscal Impact
NA

Legal Review
This application and ordinance have been reviewed by the Legal Department for consistency with state statues.

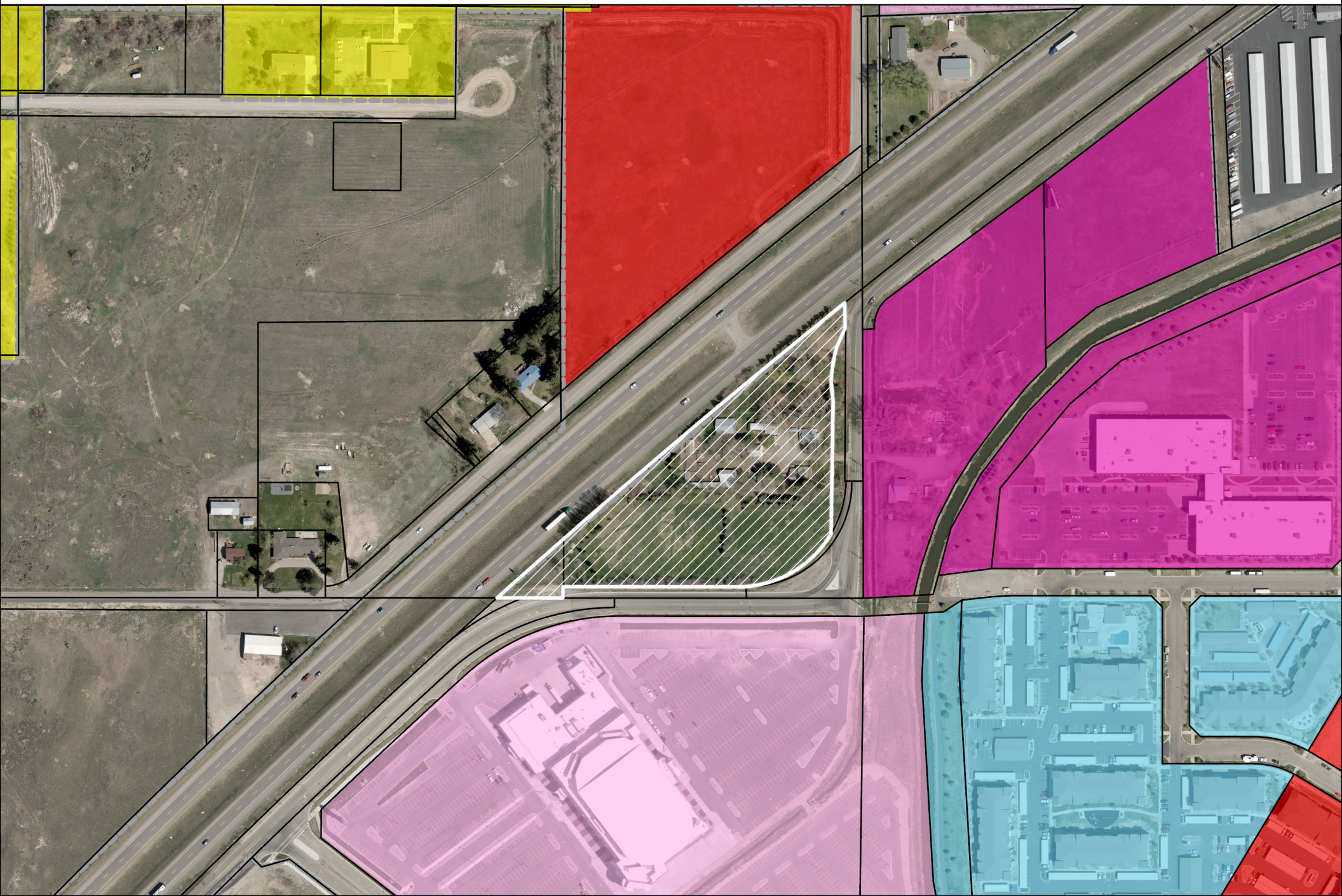
Zoning

ANNX24-001 Initial Zoning CC with Airport Overlay

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

N



Aerial

ANNX24-001 Initial Zoning CC with Airport Overlay

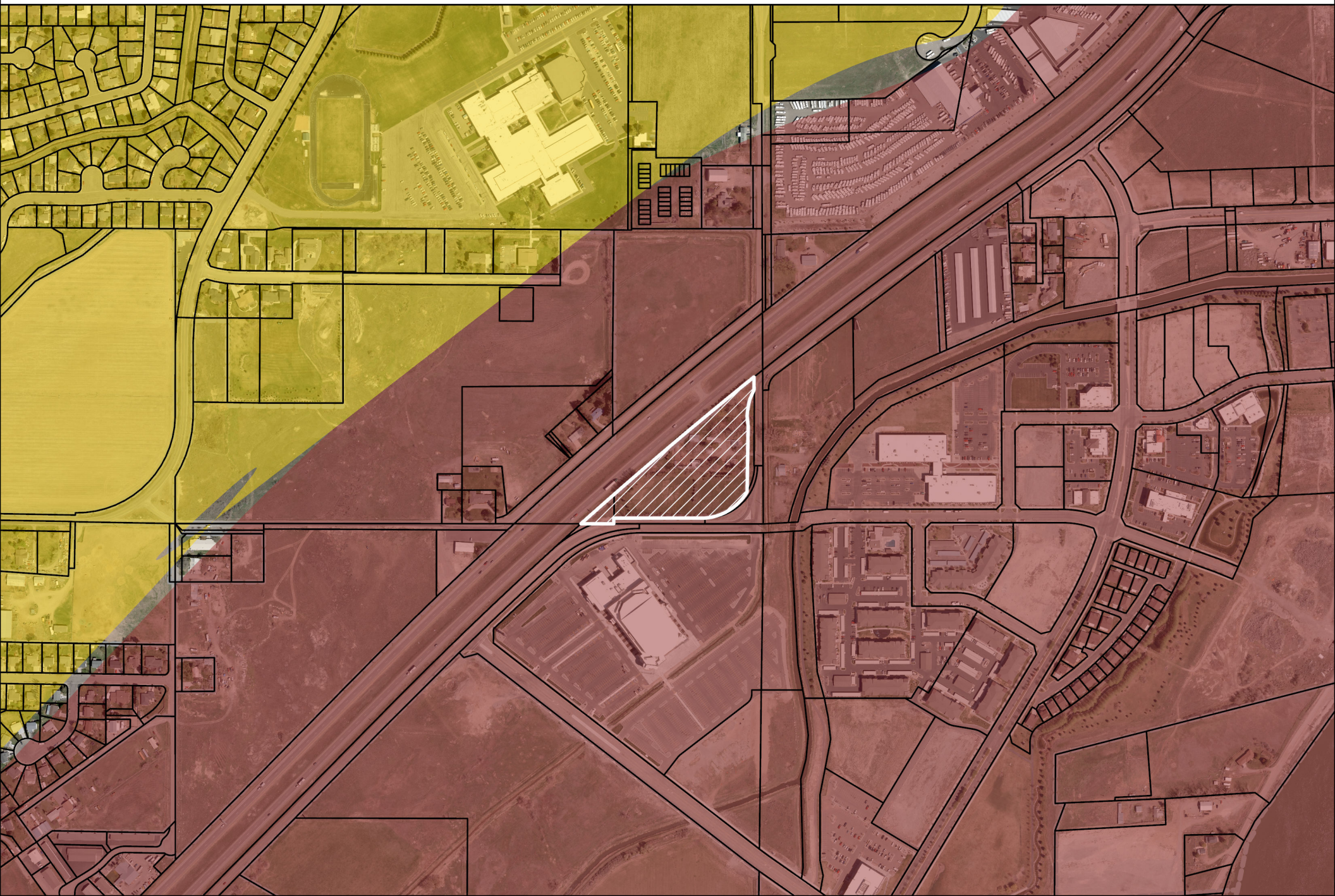


Comprehensive Plan

ANNX24-001 Initial Zoning CC with Airport Overlay

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

N



STAFF REPORT

APPROXIMATELY 5.042 ACRES, LOCATED IN THE SE1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 37 EAST. ANNEXATION AND INITIAL ZONING OF CC, CENTRAL COMMERCIAL WITH CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE.

April 11, 2024

IDAHO FALLS

Community Development Services

Applicant:
US Development

Project Manager:
Brian J. Stevens

Location:
Generally located north of Pioneer Rd, east of Interstate 15, south of Interstate 15, west of Pioneer Rd.

Size:
Approx. 5.042 acres.

Zoning:
Existing: County
North: LC
South: HC
East: CC
West: County

Proposed Zoning: CC

Existing Land Uses:
Site: Residential
North: Interstate
South: Event Center
East: Vacant
West: Interstate

Future Land Use Map:
Mixed Use Centers and Corridors

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

Requested Action: To approve the annexation and initial zoning of CC, Central Commercial, with the Airport Overlay of Controlled Development.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of the CC with the Controlled Development Airport Overlay Zone.

Annexation: This is a Category "A" annexation as it is requested by the property owner. The property is inside the Area of Impact and is contiguous to city limits along all boundaries. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is CC.

Initial Overlays: The proposed Airport Overlay is Controlled Development.

Staff Comments: This property is situated inside of the Area of Impact and is contiguous to city limits. This Annexation may allow for the realignment and other necessary improvements to Pioneer Road. Improvements to Pioneer Road are necessary for the completion of the city street network it also will improving travel to and from the Mountain America Center.

Properties, immediately to the east are also zoned CC. The Central Commercial Zone provides a mixed-use zone which includes a variety of housing types and a variety of commercial uses. The CC Zone allows for a zero property line setback which will be helpful for this property as it is surrounded on all sides by public streets which reduces the overall buildable area.

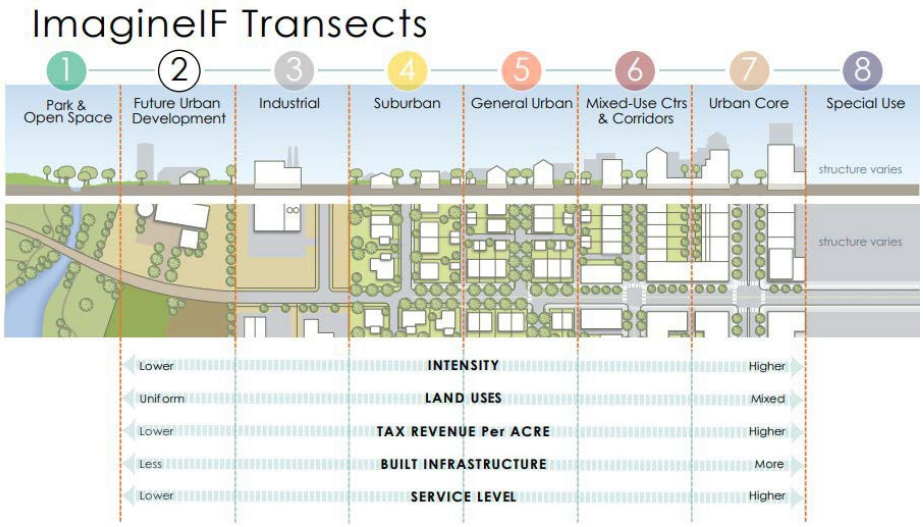
The Comprehensive Plans call this area out as Mixed-Use Centers and Corridors. The CC Zone is consistent with this designation.

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Comprehensive Plan Land Use Transects:

Pg 60-70





6. **Mixed-Use Centers & Corridors**

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

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

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

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

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

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

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Residential Care Facility							P	P
Retail					P*			C_2
School	C_2	C_2	C_2	C_2	C_2	C_2	C_2	C_2
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

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

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

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

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

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

	Commercial				
Proposed Land Use Classification	**PB**	**CC**	**LC**	**HC**	**PT**
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C_2	C_2	C_2	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Atached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C_2	C_2	C_2	C_2	C_2
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C_2	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C_3	C_3		C_3
Public Service Facility*	C_2	C_2	C_2	C_2	C_2
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C_2	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C_2	C_2	P	

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

Airport Compatible Land Use

ANNX24-001 Initial Zoning CC with Airport Overlay

Approach Surface

Controlled Development Approach Surface

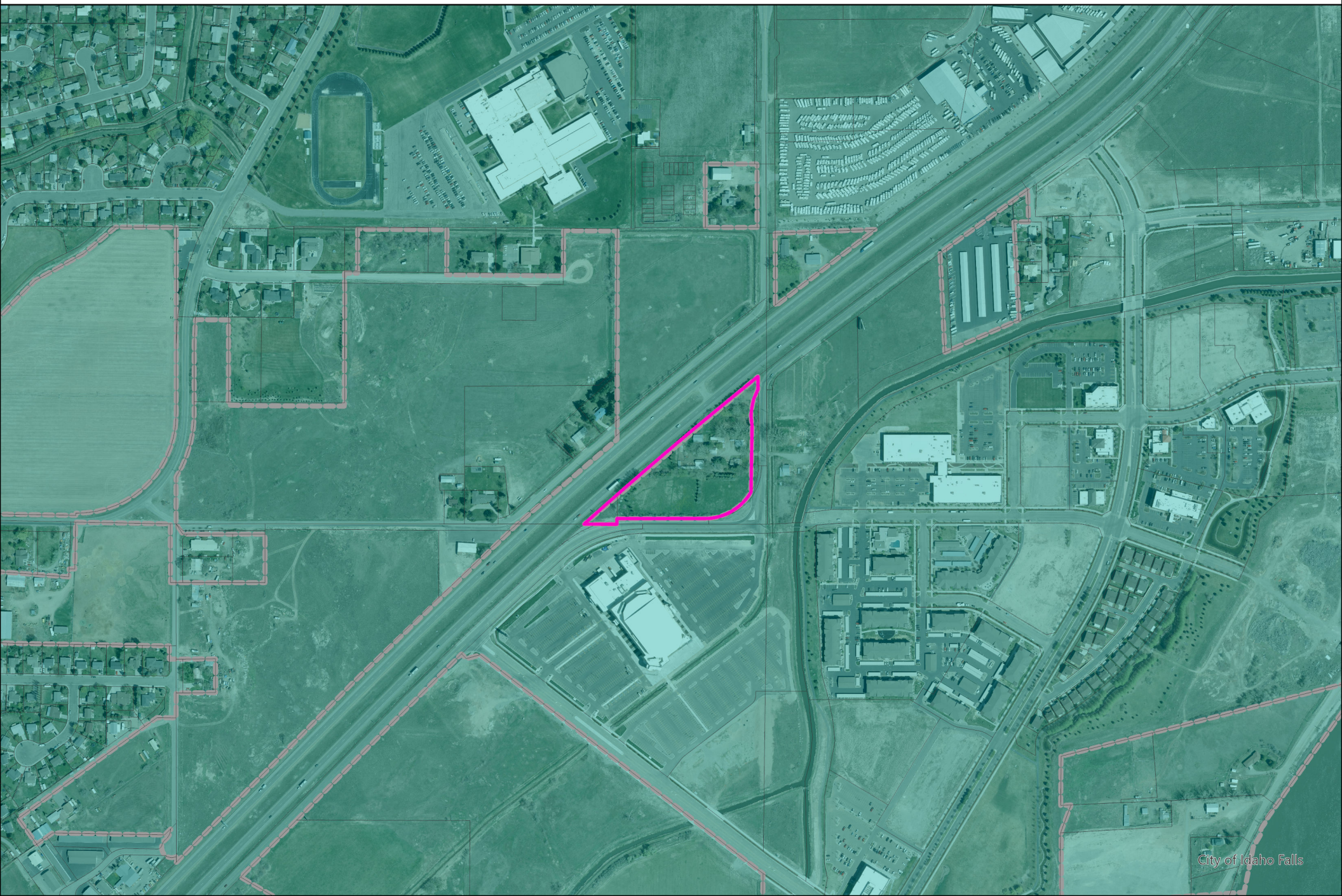
Limited Development Approach Surface

Controlled Development

Limited Development

No Development

N



March 5, 2024 7:00 p.m. Planning Department

City Annex Conference Room

MEMBERS PRESENT: Commissioners Forrest Ihler, Kristi Brower, Marsha McDaniel, Bill Scott, Dale Storer, Arnold Cantu.

MEMBERS ABSENT: Glen Ogden.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, Planners Naysha Foster, Caitlin Long, Brian Stevens; Assistant City Attorney, Jacob Beck, Esq., and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of February 6, 2024, with two small changes Brower seconded the motion. Ihler called for roll call vote: Storer, yes; Scott, yes; Ihler, yes; Brower, yes; McDaniel, yes; Cantu, yes. The motion passed unanimously.

Public Hearing (s):

1. ANNX 24-001: ANNEXATION/INITIAL ZONING. Annexation with an initial zoning of CC, Central Commercial for Property Located in the SE ¼ of the SE ¼ Section of 23, Township 2 North, Range 37 East. Located north of the Mountain America Center, east of Interstate 15, south of Interstate 15, west of Pioneer Road.

Ihler opened the public hearing.

Applicant: was not present – US Development

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

Ihler asked what the Controlled Development Overlay restricts. Stevens stated that it is the furthest out of the Airport Overlay Zones. The building would not be allowed to produce fog or mist that would impact flight sight, and there would be height restrictions. Beutler stated this overlay zone does not restrict much, there is a height concern, but it would have to be very tall to be restricted.

Support/Opposition:

No one appeared in support or opposition.

Ihler closed the public hearing.

There was no discussion.

Storer moved to recommend to the Mayor and City Council approval of the annexation of 5.3 acres located in the SE ¼ of the SE ¼ Section of 23, Township 2 North, Range 37 East. Located north of the Mountain America Event Center, east of Interstate 15, south of Interstate 15, west of Pioneer Road, with initial zoning of CC, with Controlled Development Airport Overlay. Scott seconded the motion. Ihler called for roll call vote: Storer, yes; Scott, yes; Ihler, yes; Brower, yes; McDaniel, yes; Cantu, yes.

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 5.042 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and do not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Rebecca L. Noah Casper, Mayor

ATTEST:

_____
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO)
: ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.042 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

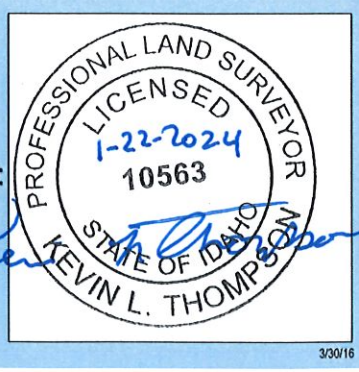
LEGAL DESCRIPTION

Part of the SE1/4 SE1/4 of Section 23, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, said corner monumented with a Brass Cap, recorded as Instrument No. 1705933 in the Bonneville County Clerk's Office;
Thence N89°56'53"W along the South line of said Section 23 a distance of 667.03 feet to a point along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021, said point being the POINT OF BEGINNING;
Thence N89°56'53"W along the South line of said Section 23 and along the North line of said Ordinance No. 3021 a distance of 146.65 feet to a Point of Curvature Right, said point being on the Southeasterly line of City of Idaho Falls Annexation Ordinance No. 3050 and on the Southeasterly Right-of-Way line of Interstate 15, Federal Aid Project No. 1-15-3(7)111;
Thence along said Curve, Radius = 18998.59 feet, Delta = 03°03'18", Arc Length = 1013.03 feet, Chord Bearing = N49°41'08"E, Chord Length = 1012.91 feet to the Northwesterly corner of City of Idaho Falls Annexation Ordinance No. 3487;
Thence along said Annexation Ordinance No. the following six (6) calls:
(1)Thence S00°32'36"E a distance of 207.76 (Record = 207.73) feet;
(2)Thence S02°02'59"W a distance of 37.99 feet;
(3)Thence S00°13'58"W a distance of 150.34 feet;
(4)Thence S89°50'02"E a distance of 2.82 feet to a Point of Curvature Right;
(5)Thence along said Curve, Radius = 240.00 feet, Delta = 84°21'11", Arc Length = 353.34 feet, Chord Bearing = S43°25'39"W, Chord Length = 322.28 feet;
(6)Thence S00°19'33"E a distance of 0.73 feet to a corner along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021:
Thence N89°56'53"W along said Annexation Ordinance a distance of 406.96 feet;
Thence S00°02'40"W along said Annexation Ordinance a distance of 25.00 feet to the POINT OF BEGINNING, containing 5.300 acres more or less.

Submitted by:
Eng/Survey Firm Name: Thompson Land Surveying
Contact Name: Kevin Thompson
Phone Number: 208-745-8771
Email: kevin@teidaho.com

PLS Seal:



ANNEXATION ORDINANCE
_____

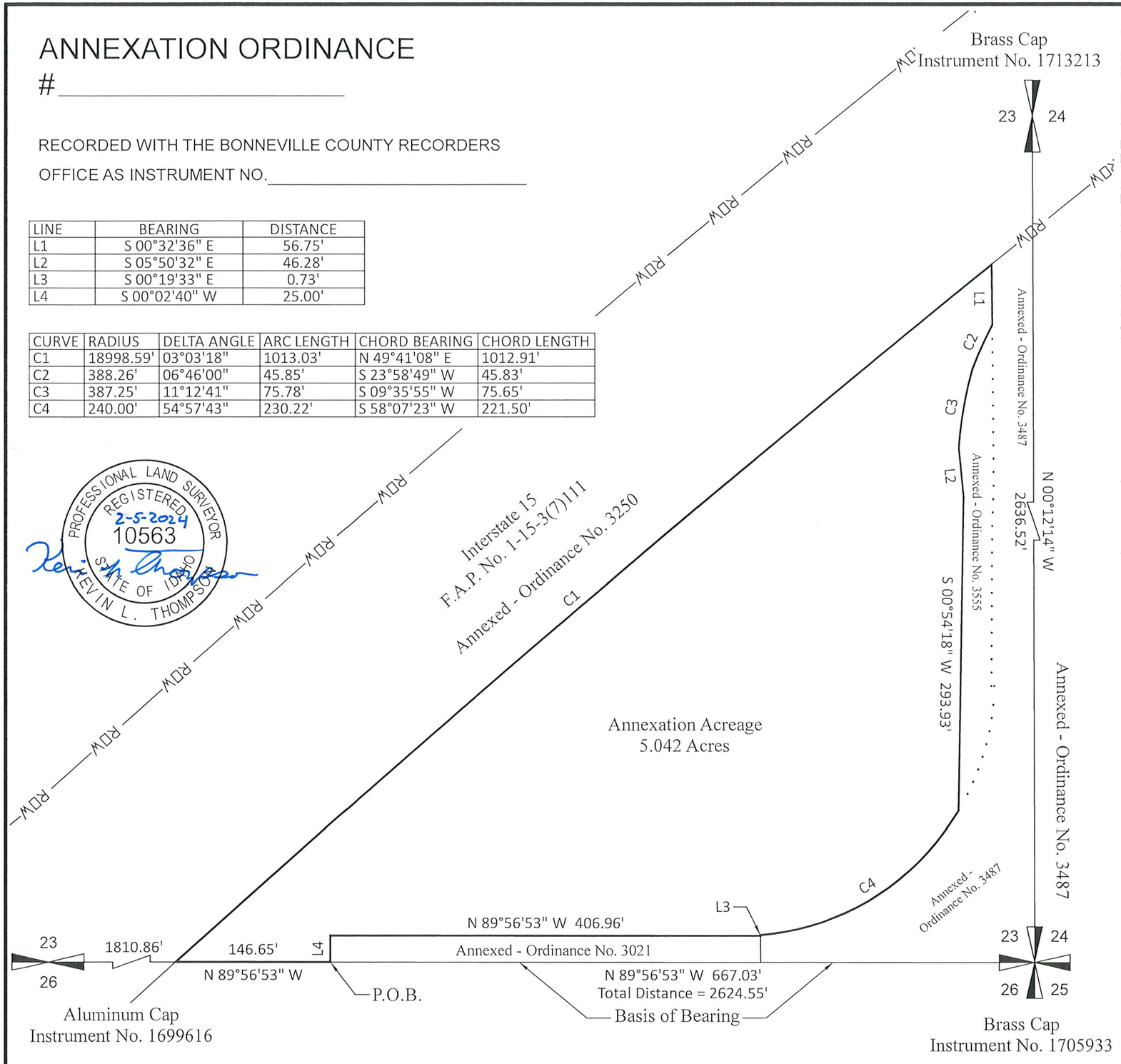
RECORDED WITH THE BONNEVILLE COUNTY RECORDERS

OFFICE AS INSTRUMENT NO._____

LINE	BEARING	DISTANCE
L1	S 00°32'36" E	56.75'
L2	S 05°50'32" E	46.28'
L3	S 00°19'33" E	0.73'
L4	S 00°02'40" W	25.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18998.59'	03°03'18"	1013.03'	N 49°41'08" E	1012.91'
C2	388.26'	06°46'00"	45.85'	S 23°58'49" W	45.83'
C3	387.25'	11°12'41"	75.78'	S 09°35'55" W	75.65'
C4	240.00'	54°57'43"	230.22'	S 58°07'23" W	221.50'

PROFESSIONAL LAND SURVEYOR
REGISTERED
2-5-2024
10563
STATE OF IDAHO
KEVIN L. THOMPSON



ANNEXATION LEGAL DESCRIPTION

Part of the SE1/4 SE1/4 of Section 23, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, said corner monumented with a Brass Cap, recorded as Instrument No. 1705933 in the Bonneville County Clerk's Office;
Thence N89°56'53"W along the South line of said Section 23 a distance of 667.03 feet to a point along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021, said point being the POINT OF BEGINNING;
Thence N89°56'53"W along the South line of said Section 23 and along the North line of said Ordinance No. 3021 a distance of 146.65 feet to a Point of Curvature Right, said point being on the Southeasterly line of City of Idaho Falls Annexation Ordinance No. 3250 and on the Southeasterly Right-of-Way line of Interstate 15, Federal Aid Project No. 1-15-3(7)111;
Thence along said Curve, Radius = 18998.59 feet, Delta = 03°03'18", Arc Length = 1013.03 feet,
Chord Bearing = N49°41'08"E, Chord Length = 1012.91 feet to the Northwesterly corner of City of Idaho Falls Annexation Ordinance No. 3487;
Thence S00°32'36"E along said Annexation Ordinance a distance of 56.75 feet to a Point of Curvature Left, said point being the Northeast corner of City of Idaho Falls Annexation Ordinance No. 3555;
Thence along said Annexation Ordinance No. 3555 the following four (4) calls:

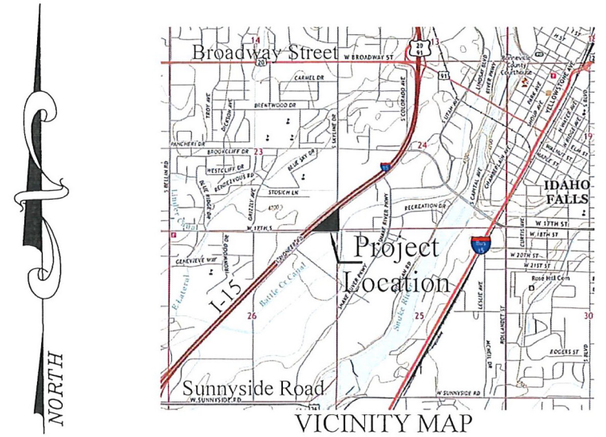
(1) Thence along said Curve, Radius = 388.26 feet, Delta = 06°46'00", Arc Length = 45.85 feet, Chord Bearing = S23°58'49"W, Chord Length = 45.83 feet to a Point of compound Curvature Left;
(2) Thence along said Curve, Radius = 387.25 feet, Delta = 11°12'41", Arc Length = 75.78 feet, Chord Bearing = S09°35'55"W, Chord Length = 75.65 feet;
(3) Thence S05°50'32"E a distance of 46.28 feet;
(4) Thence S00°54'18"W a distance of 293.93 feet to a Point of Curvature Right, said point being along the Westerly line of City of Idaho Falls Annexation Ordinance No. 3487;

Thence along said Annexation Ordinance No. 3487 the following two (2) calls:

(1) Thence along said Curve, Radius = 240.00 feet, Delta = 54°57'43", Arc Length = 230.22 feet, Chord Bearing = S58°07'23"W, Chord Length = 221.50 feet;
(2) Thence S00°19'33"E a distance of 0.73 feet to a corner along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021:

Thence along said Annexation Ordinance No. 3021 the following two (2) calls:

(1) Thence N89°56'53"W a distance of 406.96 feet;
(2) Thence S00°02'40"W a distance of 25.00 feet to the POINT OF BEGINNING, containing 5.042 acres more or less.



VICINITY MAP
(No Scale)

0 100 200 400

Graphic Scale
(This Scale Valid only for 11" X 17" Prints)
Scale = 1" = 100'

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

DRAWN BY	CHECK BY
JWT	KLT

JOB NO: 2023-132

DATE: FEBRUARY 5, 2024

SHEET NAME: ANNEXATION EXHIBIT

PROJECT: U.S. DEVELOPMENT INC

LOCATION: IDAHO FALLS, IDAHO

REVISIONS	DATE

SHEET 1 OF 1 SHEETS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 5.042 ACRES GENERALLY LOCATED NORTH OF PIONEER RD, EAST OF INTERSTATE 15, SOUTH OF INTERSTATE 15, WEST OF PIONEER RD.

WHEREAS, the applicant filed an application for annexation on January 16, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 5, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on April 11, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 5.042 acres Generally located north of Pioneer Rd, east of Interstate 15, south of Interstate 15, west of Pioneer Rd.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
7. The annexation is consistent with the City of Idaho Falls Comprehensive Plan.
8. Annexation of the property will allow for improvements to Pioneer Road by providing additional right-of-way.
9. Idaho Falls Planning and Zoning Commission recommended approval of annexation as presented.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, _____

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 24-193 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, April 1, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East.

Council Action Desired
☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance establishing the initial zoning for CC, Central Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

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

Description, Background Information & Purpose
Attached is part 2 of 2 of the application for Annexation and Initial Zoning of CC, Central Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 5.042 acres, part of the Southeast ¼ of the Southeast ¼ of Section 23, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its March 5, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of CC with the Controlled Development Airport Overlay Zone as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
These actions have been reviewed by the Legal Department pursuant to applicable State statute.

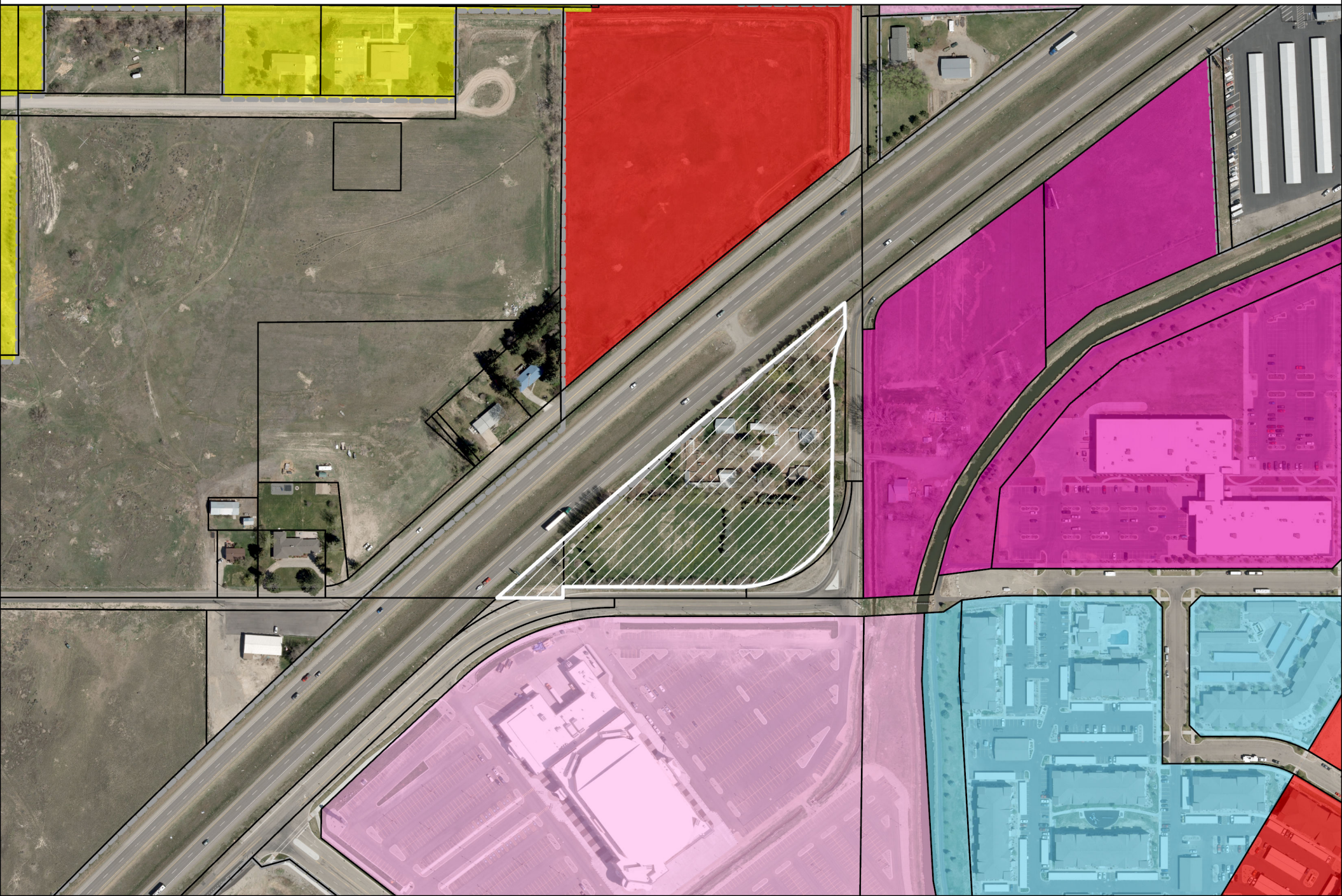
Zoning

ANNX24-001 Initial Zoning CC with Airport Overlay

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P

N



Aerial

ANNX24-001 Initial Zoning CC with Airport Overlay

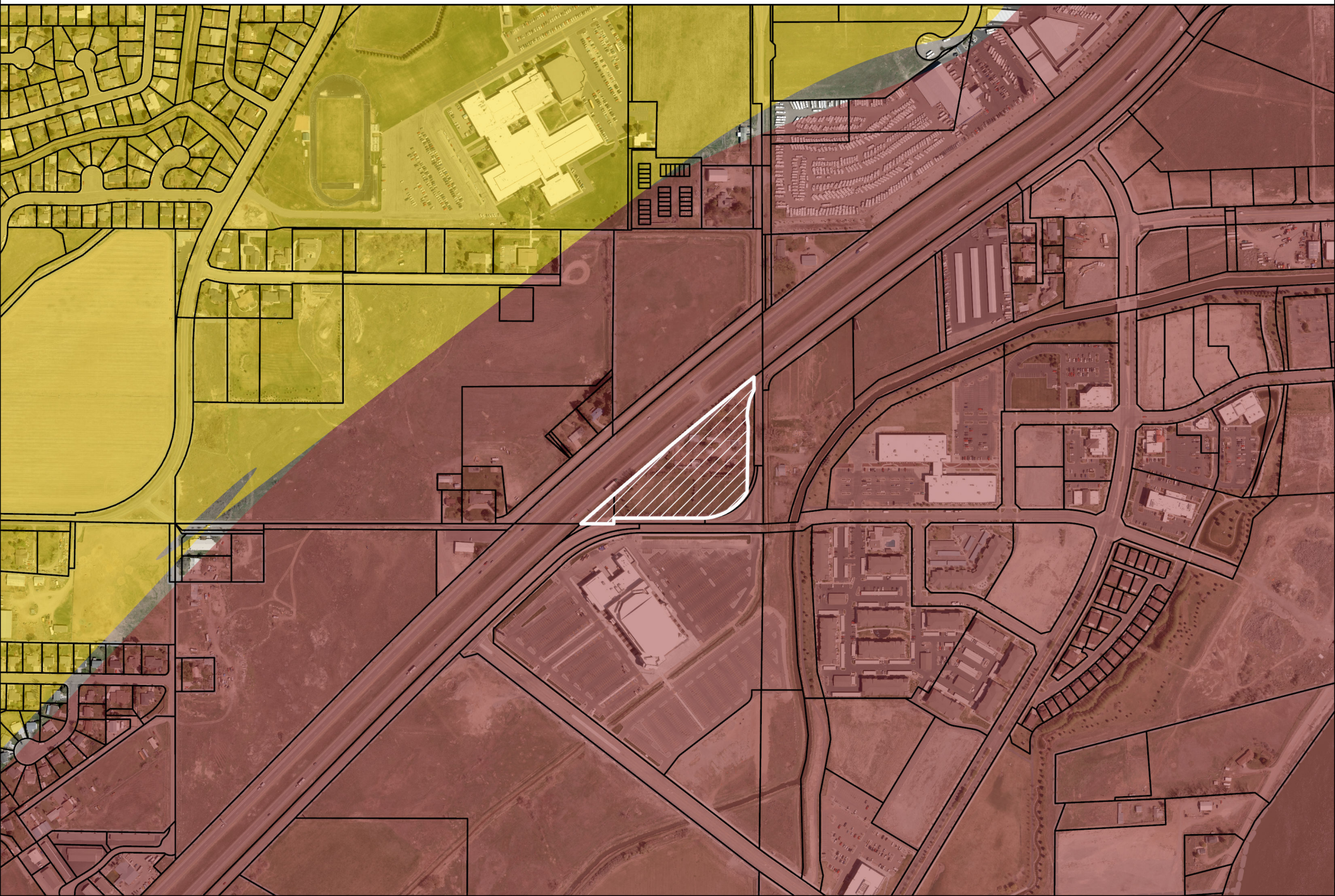


Comprehensive Plan

ANNX24-001 Initial Zoning CC with Airport Overlay

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

N



Airport Compatible Land Use

ANNX24-001 Initial Zoning CC with Airport Overlay

Approach Surface

Controlled Development Approach Surface

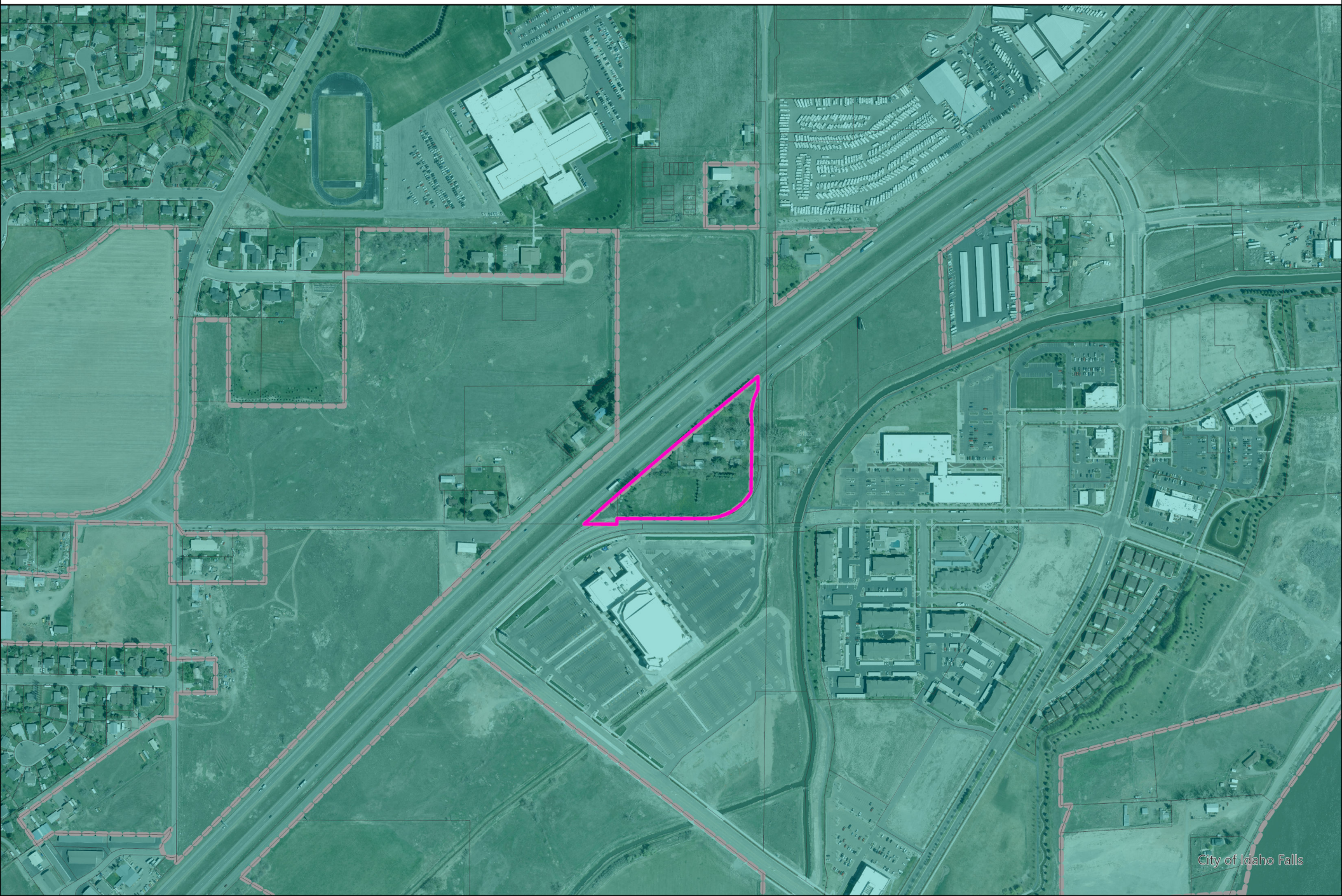
Limited Development Approach Surface

Controlled Development

Limited Development

No Development

N



ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.042 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC ZONE; WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is Central Commercial, CC Zone with the Controlled Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Mixed-Use Centers and Corridors"; and

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 5, 2024, and recommended approval of zoning the subject property to CC; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 11, 2024.

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

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

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as CC Zone with the Controlled Development Airport Overlay Zone.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned "CC " with the Controlled Development Airport Overlay Zone and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 380 Constitution Way.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, _____.

CITY OF IDAHO FALLS, IDAHO

_____
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 5.042 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS CC ZONE; WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

EXHIBIT

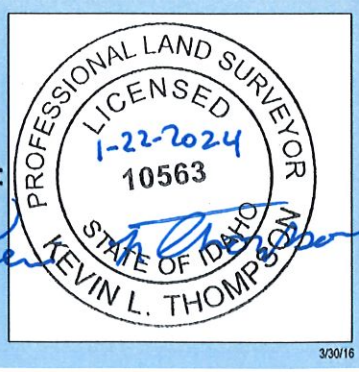
LEGAL DESCRIPTION

Part of the SE1/4 SE1/4 of Section 23, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, said corner monumented with a Brass Cap, recorded as Instrument No. 1705933 in the Bonneville County Clerk's Office;
Thence N89°56'53"W along the South line of said Section 23 a distance of 667.03 feet to a point along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021, said point being the POINT OF BEGINNING;
Thence N89°56'53"W along the South line of said Section 23 and along the North line of said Ordinance No. 3021 a distance of 146.65 feet to a Point of Curvature Right, said point being on the Southeasterly line of City of Idaho Falls Annexation Ordinance No. 3050 and on the Southeasterly Right-of-Way line of Interstate 15, Federal Aid Project No. 1-15-3(7)111;
Thence along said Curve, Radius = 18998.59 feet, Delta = 03°03'18", Arc Length = 1013.03 feet, Chord Bearing = N49°41'08"E, Chord Length = 1012.91 feet to the Northwesterly corner of City of Idaho Falls Annexation Ordinance No. 3487;
Thence along said Annexation Ordinance No. the following six (6) calls:
(1)Thence S00°32'36"E a distance of 207.76 (Record = 207.73) feet;
(2)Thence S02°02'59"W a distance of 37.99 feet;
(3)Thence S00°13'58"W a distance of 150.34 feet;
(4)Thence S89°50'02"E a distance of 2.82 feet to a Point of Curvature Right;
(5)Thence along said Curve, Radius = 240.00 feet, Delta = 84°21'11", Arc Length = 353.34 feet, Chord Bearing = S43°25'39"W, Chord Length = 322.28 feet;
(6)Thence S00°19'33"E a distance of 0.73 feet to a corner along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021:
Thence N89°56'53"W along said Annexation Ordinance a distance of 406.96 feet;
Thence S00°02'40"W along said Annexation Ordinance a distance of 25.00 feet to the POINT OF BEGINNING, containing 5.300 acres more or less.

Submitted by:
Eng/Survey Firm Name: Thompson Land Surveying
Contact Name: Kevin Thompson
Phone Number: 208-745-8771
Email: kevin@teidaho.com

PLS Seal:



ANNEXATION ORDINANCE
_____

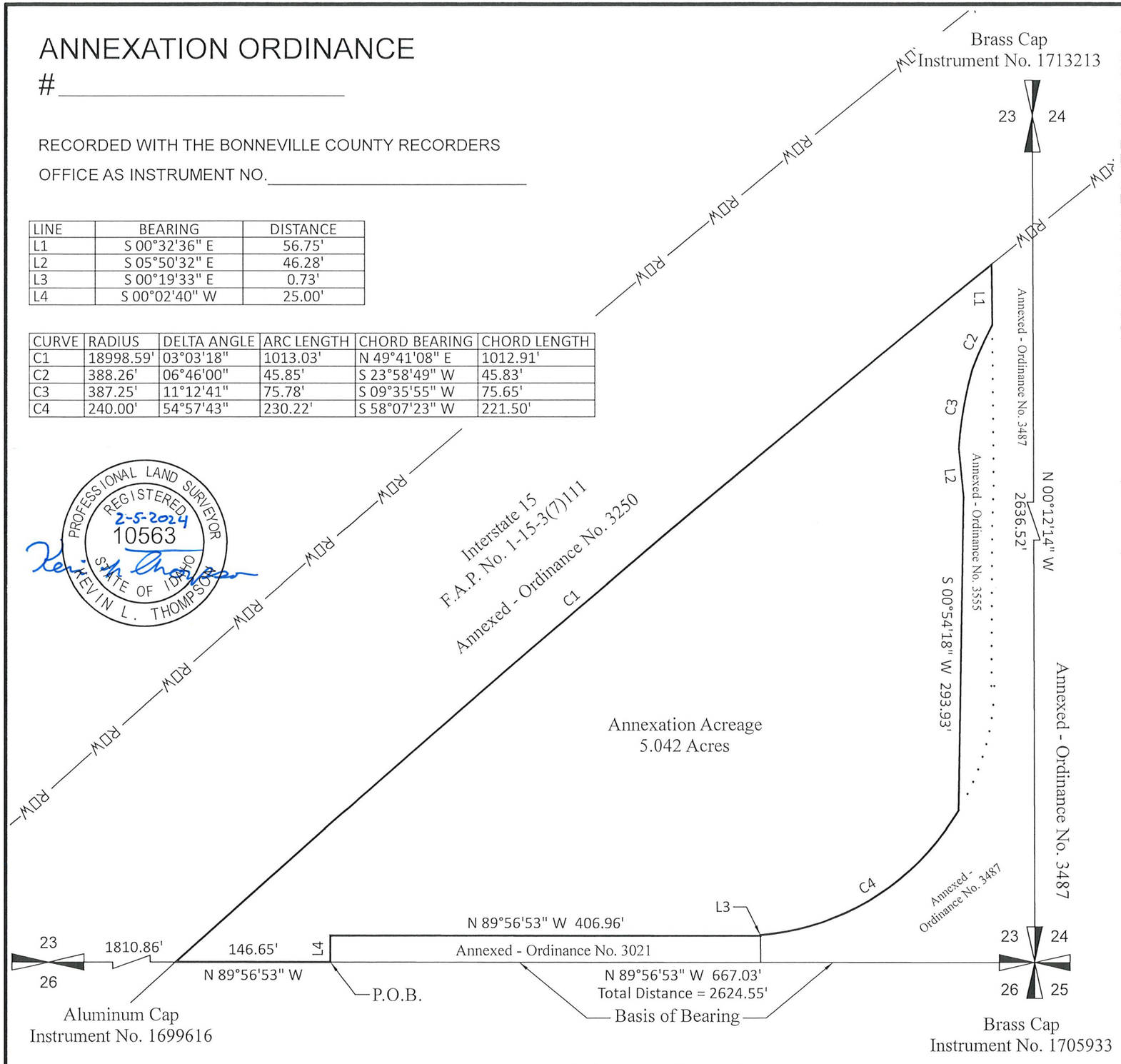
RECORDED WITH THE BONNEVILLE COUNTY RECORDERS

OFFICE AS INSTRUMENT NO._____

LINE	BEARING	DISTANCE
L1	S 00°32'36" E	56.75'
L2	S 05°50'32" E	46.28'
L3	S 00°19'33" E	0.73'
L4	S 00°02'40" W	25.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18998.59'	03°03'18"	1013.03'	N 49°41'08" E	1012.91'
C2	388.26'	06°46'00"	45.85'	S 23°58'49" W	45.83'
C3	387.25'	11°12'41"	75.78'	S 09°35'55" W	75.65'
C4	240.00'	54°57'43"	230.22'	S 58°07'23" W	221.50'

PROFESSIONAL LAND SURVEYOR
REGISTERED
2-5-2024
10563
STATE OF IDAHO
KEVIN L. THOMPSON



ANNEXATION LEGAL DESCRIPTION

Part of the SE1/4 SE1/4 of Section 23, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, said corner monumented with a Brass Cap, recorded as Instrument No. 1705933 in the Bonneville County Clerk's Office;
Thence N89°56'53"W along the South line of said Section 23 a distance of 667.03 feet to a point along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021, said point being the POINT OF BEGINNING;
Thence N89°56'53"W along the South line of said Section 23 and along the North line of said Ordinance No. 3021 a distance of 146.65 feet to a Point of Curvature Right, said point being on the Southeasterly line of City of Idaho Falls Annexation Ordinance No. 3250 and on the Southeasterly Right-of-Way line of Interstate 15, Federal Aid Project No. 1-15-3(7)111;
Thence along said Curve, Radius = 18998.59 feet, Delta = 03°03'18", Arc Length = 1013.03 feet,
Chord Bearing = N49°41'08"E, Chord Length = 1012.91 feet to the Northwesterly corner of City of Idaho Falls Annexation Ordinance No. 3487;
Thence S00°32'36"E along said Annexation Ordinance a distance of 56.75 feet to a Point of Curvature Left, said point being the Northeast corner of City of Idaho Falls Annexation Ordinance No. 3555;
Thence along said Annexation Ordinance No. 3555 the following four (4) calls:

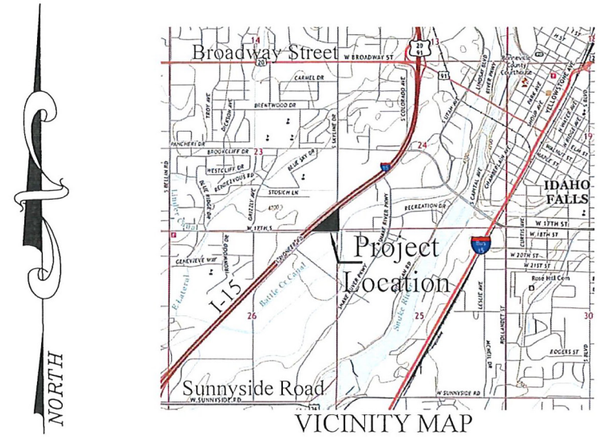
(1) Thence along said Curve, Radius = 388.26 feet, Delta = 06°46'00", Arc Length = 45.85 feet, Chord Bearing = S23°58'49"W, Chord Length = 45.83 feet to a Point of compound Curvature Left;
(2) Thence along said Curve, Radius = 387.25 feet, Delta = 11°12'41", Arc Length = 75.78 feet, Chord Bearing = S09°35'55"W, Chord Length = 75.65 feet;
(3) Thence S05°50'32"E a distance of 46.28 feet;
(4) Thence S00°54'18"W a distance of 293.93 feet to a Point of Curvature Right, said point being along the Westerly line of City of Idaho Falls Annexation Ordinance No. 3487;

Thence along said Annexation Ordinance No. 3487 the following two (2) calls:

(1) Thence along said Curve, Radius = 240.00 feet, Delta = 54°57'43", Arc Length = 230.22 feet, Chord Bearing = S58°07'23"W, Chord Length = 221.50 feet;
(2) Thence S00°19'33"E a distance of 0.73 feet to a corner along the Northern line of City of Idaho Falls Annexation Ordinance No. 3021:

Thence along said Annexation Ordinance No. 3021 the following two (2) calls:

(1) Thence N89°56'53"W a distance of 406.96 feet;
(2) Thence S00°02'40"W a distance of 25.00 feet to the POINT OF BEGINNING, containing 5.042 acres more or less.



VICINITY MAP
(No Scale)

0 100 200 400

Graphic Scale
(This Scale Valid only for 11" X 17" Prints)
Scale = 1" = 100'

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

DRAWN BY	CHECK BY
JWT	KLT

JOB NO: 2023-132

DATE: FEBRUARY 5, 2024

SHEET NAME: ANNEXATION EXHIBIT

PROJECT: U.S. DEVELOPMENT INC

LOCATION: IDAHO FALLS, IDAHO

REVISIONS	DATE

SHEET 1 OF 1 SHEETS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF APPROXIMATELY 5.042 ACRES CC, CENTRAL COMMERCIAL ZONE, WITH THE AIRPORT OVERLAY OF CONTROLLED DEVELOPMENT, GENERALLY LOCATED NORTH OF PIONEER RD, EAST OF INTERSTATE 15, SOUTH OF INTERSTATE 15, WEST OF PIONEER RD.

WHEREAS, the applicant filed an application for annexation on January 16, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 5, 2024; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on April 11, 2024; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is being zoned consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 5.042 acres generally located North of Pioneer Rd, East of Interstate 15, South of Interstate 15, west of Pioneer Rd.
4. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
5. The proposed zoning of CC is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning as presented.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, _____

_____

Rebecca L. Noah Casper - Mayor