IDAHO FALLS



CITY COUNCIL AGENDA

City of Idaho Falls
Regular City Council Meeting
680 Park Avenue

Tuesday

November 26, 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

Tuesday, November 26, 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. Municipal Services

1) Purchase Inventory of Ductile Pipe for Public Works **24-400**

Attachments: Core & Main Quote
MountainlandSupply_DuctileQuote_S106579789-0001
H.D. Fowler

2) Treasurer's Report for September 2024 **24-411**

Attachments: September 2024 Treasurer's Report

B. Parks & Recreation

1) Purchase and Installation of Turnkey Golf Barrier Netting System for Sand Creek Golf Course. **24-384**

Attachments: Bid Tab - Sand Creek Netting
Netting Contractors Proposal - Winning Quote
Sand Creek Golf Club - Proposal - 11-19-24
MW24-4877 Sand Creek Golf Course

C. Idaho Falls Power

1) IFP 25-01 Bid Award to Ormond Builders Inc. for Idaho Falls Power Administration Building Remodel **24-409**

Attachments: 2024 Ormond Builders bidtab contract

D. Office of the City Clerk

1) License Applications, all carrying the required approvals

Action Item:

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

5. Regular Agenda.

A. Public Works

1) Bid Award - Idaho Falls Fire Station #6 **24-412**

On Monday, November 18, 2024, bids were received and opened for the Idaho Falls Fire Station #6 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate construction of a new fire station located at 2767 Spitfire Street.

Action Item:
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Big-D Construction, in the amount of $2,632,708.00, which includes the Base Bid and Alternate 2 Deduct; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Bid Tab - IFFD Station No. 6

B. Municipal Services

1) Sale of Used Law Enforcement Vehicles to Idaho State University, Law Enforcement Program **24-405**

Law enforcement units 5757, 5778, and 5795 are recommended for replacement. Units 5778 and 5757 are 2014 Ford Explorers valued at $2,500 each. Unit 5795 is a 2016 Dodge Charger valued at $2,500. Idaho State University approached the city about purchasing and/or transferring the three units in support of its law enforcement program. The sale and/or transfer will result in savings for the department by not having to pay to have the law enforcement equipment removed for public surplus.

Action Item:
Approve the sale and/or transfer of three used law enforcement vehicles to Idaho State University and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution 2015-01

C. City Attorney

1) Amendment to Joint Fuel Facility Agreement **24-410**

In 2010, the City of Idaho Falls and Bonneville County entered into an agreement to construct and

operate a fuel facility. The fuel facility stores and dispenses automotive fuel used to operate the City's and County's vehicle fleets. The original agreement set the conditions, procedures, and a thirty-year term for the operation of the fuel facility.

Earlier this year, County officials and staff began discussions with City staff on both management of the facility and to explore the possibility of expanding the capacity of the fuel facility. In the 2024/2025 budget, Council designated funds for the possibility of a joint capital improvement expansion.

This Amendment to the Joint Fuel Agreement contains the following significant modifications to the agreement:

- Agreement that the parties will construct a canopy over the pumps at the facility in the 2024/2025 budget year. The parties agree to share the construction costs. The City will manage the construction.
- Agreement that the parties will construct an expansion of the fuel tanks (20,000 gallons of additional unleaded gasoline and 40,000 gallons of additional Diesel #2). This provision includes a contingency that adequate public funding be available. In the event that neither the City or County can appropriate the necessary funds, the tank expansion project can be delayed or ended.
- Establishes that the parties will maintain reserve fuel at the facility equal to one-half of the total capacity after the fuel tank expansion for emergency purposes. In addition, the new emergency reserve fuel paragraph defines "emergency" and details how the facility will be managed in the event of an emergency.
- Establishes an official point of contact and procedures for the City and County to regularly communicate about the facility.
- Extends the term of the Agreement for an additional 15 years. The Agreement will now end in 2055. Upon the expiration of the initial term, the agreement will automatically renew for another 15 years unless notice is given by either party that they wish to allow the Agreement to expire.

The Amendment slightly modifies:

- The existing operation and management process. Currently, the City is the "managing entity" of the facility and will remain the managing entity. In the event the City elects to increase the management fee (currently six cents ($0.06) a gallon), the County will have the option to accept the fee, propose an alternate fee, or assume management of the facility. Currently, the County only has the option to accept the increase or assume management. The changes also clarify the parties' expectations for transition to a new managing entity.
- The agreement has also been amended to address inconsistent language and make other small clarifications.

All other aspects of the Agreement will remain the same.

Action Item:
Approve the Amendment to the Joint Fuel Facility Agreement

Attachments: Amendment to Joint Fuel Agreement

D. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, First Amended Plat of Virlow Village Division No. 1. **24-401**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the First Amended Plat of Virlow Division No. 1. The Planning and Zoning Commission considered this item at its July 2, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item:

1. Accept or Approve the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments:
Zoning Map
Aerial
2023 Recorded Final Plat
2024 Virlow Village First Amended Final Plat
Staff Report
PC Minutes
Reasoned Statement.docx

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 6 **24-402**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 6. The Planning and Zoning Commission considered this item at its August 6, 2024, 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 Ivywood Division No. 6 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 Ivywood Division No. 6 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 Ivywood Division No. 6 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 7 **24-403**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 7. The Planning and Zoning Commission considered this item at its September 3, 2024, 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 Ivywood Division No. 7 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 Ivywood Division No. 7 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 Ivywood Division No. 7 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

4) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Idaho Falls Fire Station 6 **24-404**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Idaho Falls Fire Station 6. The Planning and Zoning Commission considered this item at its November 12, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item:

1. Accept or Approve the Final Plat for the Idaho Falls Fire Station 6 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the Idaho Falls Fire Station 6 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
Reasoned Statement.docx

5) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. **24-398**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing, which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. On October 1, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented.

Action Item:

1. Approve the Ordinance annexing approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East; assign a Comprehensive Plan Designation of "Industrial;" 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 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 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
PC Minutes
Staff Report
Land Use Tables
Ordinance
Exhibit A
Map Exhibit
Reasoned Statement Annexation

6) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. **24-399**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 1, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of I&M to the Mayor and City Council as presented.

Action Item:

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

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

6. Announcements.

7. Adjournment.

Memorandum

File #: 24-400 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, November 12, 2024
DEPARTMENT: Municipal Services

Subject
Purchase Inventory of Ductile Pipe for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the lowest of three quotes received from Core & Main for the purchase of ductile pipe in the amount of $117,695.80 (or take other action deemed appropriate).

Description, Background Information & Purpose
This request will purchase various quantities and sizes of ductile pipe for Public Works, Water Division.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

The purchase of the ductile pipe supports the reliable public infrastructure and transportation community-oriented result by replenishing the Water Division inventory.

Interdepartmental Coordination
Public Works concurs with the award recommendation.

Fiscal Impact
Sufficient funding is to be found within the Public Works, Water Division, 2024-25 operating budget.

Legal Review
The Legal Department concurs that the desired Council action is compliant with State Statute.

Bid Proposal for Idaho Falls DI Pipe Andrew Timmons 10/31/24

CUSTOMER

CITY OF IDAHO FALLS
564 HEMERT
IDAHO FALLS, ID 83402

Job
Idaho Falls DI Pipe Andrew Timmons
10/31/24
idaho falls, ID
Bid Date: 11/01/2024
Bid #: 3845140

CONTACT

Sales Representative
Wade Heupel
(M) 208-340-6636
(T) 208-888-5656
(F) 208-888-9799
Wade.Heupel@coreandmain.com

Core & Main
3338 Commercial Court
Meridian, ID 83642
(T) 2088885656

NOTES

Bid Proposal for Idaho Falls DI Pipe Andrew Timmons 10/31/24

CITY OF IDAHO FALLS
Job Location: idaho falls, ID
Bid Date: 11/01/2024
Core & Main Bid #: 3845140

Core & Main
3338 Commercial Court
Meridian, ID 83642
Phone: 2088885656
Fax: 2088889799

Seq#	Qty	Description	Units	Price	Ext Price
20	1100	12 TJ CL50 DI PIPE	FT	54.40	59,840.00
30	650	16 TJ CL50 PR350 DI PIPE	FT	80.50	52,325.00
40	60	18 TJ CL50 DI PIPE	FT	92.18	5,530.80
60		**THESE WILL COME IN NOMINAL**			
70		**18.25' STICKS - EXACT QTY**			
80		**MAY NOT BE ATTAINABLE**			
100		**IN STOCK WOULD BE ABLE**			
110		**TO SHIP NEXT WEDNESDAY**			
130		**THANKS FOR THE OPPORTUNITY**			
				Sub Total	**117,695.80**
				Tax	0.00
				Total	**117,695.80**

Branch Terms:
Customers should verify all materials & quantities prior to bidding or ordering.
Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping.
Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.
Some items in this quote may experience extended lead times. Please consider these potential delays when placing your order.
Projects with domestic requirements may have additional lead times, keep this in mind when order is placed.
Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.
Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

MOUNTAINLAND SUPPLY COMPANY

MLIF MOUNTAINLAND SUPPLY COMPANY
857 Lindsay Blvd.
Idaho Falls, ID 83402
208-357-4940
Fax

Quotation

EXPIRATION DATE	QUOTE NUMBER
12/04/2024	S106579789

REMIT TO:
MLSC MOUNTAINLAND SUPPLY COMPANY
PO Box 127
OREM, UT 84059-0127

PAGE NO.: 1 of 1

QUOTE TO:

CITY OF IDAHO FALLS
PO BOX 50220
308 CONSTITUTION WAY
IDAHO FALLS, ID 83405-0220

SHIP TO:

CITY OF IDAHO FALLS
PO BOX 50220
308 CONSTITUTION WAY
IDAHO FALLS, ID 83405-0220

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
12613	DI pipe bid		JUSTIN THOMPSON

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JUSTIN THOMPSON			11/04/2024	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1134ft	12 CL50 DUCTILE IRON PIPE TJ	55.938/ft	63433.86
666ft	16 CL350/50 DUCTILE IRON PIPE TJ	82.381/ft	54866.04
72ft	18 CL50 DUCTILE IRON PIPE TJ	94.784/ft	6824.41
	SPECIAL ORDER RETURN POLICY APPLIES		
		Bid Total	125124.31

Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice.
No guarantee is made as to the accuracy of the quantities listed.
*** NOTE- All Special Order Material is Non-Returnable ***

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

Printed By: BLAKEF on 11/6/2024 2:37:18 PM

H.D. FOWLER COMPANY

Customer: CITY OF IDAHO FALLS
Estimator: Danielle Arave
Job Name: DUCTILE PIPE
Location: IDAHO FALLS, IDAHO

Estimate: E571786
Bid Date: 12/1/2024

Line	Qty	UoM	Description	Unit Price	Extended Price
1	1113.25	FT	12" CL 50 DI PIPE TJ 18.25' LENGTH ASPHALTIC COATED ANSI/AWWA C151/A21.51 AND CEMENT LINED ANSI/AWWA C104/A21.4 WITH SBR GASKET	55.95	62,286.34
2	657	FT	16" CL 50 DI PIPE TJ 18.25' LENGTH ASPHALTIC COATED ANSI/AWWA C151/A21.51 AND CEMENT LINED ANSI/AWWA C104/A21.4 WITH SBR GASKET	88.97	58,453.29
3	73	FT	18" CL 50 DI PIPE TJ 18.25' LENGTH ASPHALTIC COATED ANSI/AWWA C151/A21.51 AND CEMENT LINED ANSI/AWWA C104/A21.4 WITH SBR GASKET	94.80	6,920.40
			Subtotal		**127,660.03**
			Approximate Grand Total		**127,660.03**

H.D. FOWLER COMPANY

Idaho Falls Branch
1411 Commerce Way
Idaho Falls, ID 83401
(208) 522-3466 or (877) 662-8261

ESTIMATION

Date: 11/01/24

Project: DUCTILE PIPE
Location: IDAHO FALLS, IDAHO

Engineer:
Owner/Agency:

Estimate #: E571786
Bid Date: 12/01/24
Estimator: Danielle Arave
daniellea@hdfowler.com

TO CONTRACTORS:

Attached is the HD Fowler Company estimate of materials that may be required for the above-listed project. This estimate may have been made without reviewing any project plans and/or specifications and is intended for general budgeting and planning purposes only. It is possible that unforeseen project requirements have been left out of this general estimate.

To accurately bid any project, it is necessary for the contractor to perform their own materials and quantities take-off. We strongly suggest that the contractor request a quotation of the project material from HD Fowler Company before bidding or ordering material for a project.

This estimation does not make any representations, expressed or implied, that may constitute a binding agreement between any parties.

Memorandum

File #: 24-411 **City Council Meeting**

FROM: Mark Hagedorn, City Treasurer
DATE: Wednesday, November 20, 2024
DEPARTMENT: Municipal Services

Subject
Treasurer's Report for September 2024

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the Treasurer's Report for September 2024 (or take other action deemed appropriate).

Description, Background Information & Purpose
For the month of September 2024, cash and investments total $204.1M. Total fiscal year-to-date receipts received and reconciled to the general ledger were reported at $275.5M, which includes revenues of $139.1M for charges for services and taxes and intergovernmental revenues of $99.9M. Total fiscal year-to-date distributions reconciled to the general ledger were reported at $257.7M. This includes salary and benefits of $87.6M and operating costs of $113.1M.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination
N/A

Fiscal Impact
N/A

Legal Review
N/A

City of Idaho Falls
Treasurers Report
September 30, 2024

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Page 2 Cash by Fund- Showing the balances for the reported month in comparison to previous years

Page 3 Revenue and Expense Summary, presenting significant categories in relation to the overall budget

Page 4 Summary of Significant Adjustments- presenting a list of adjustments made by Finance office

Prepared By: Mark Hagedorn, City Treasurer

City of Idaho Falls
Bank Reconciliation Summary
September 30, 2024

Account By Institution:	Beginning Bank Balances	Deposits	Withdrawals	Ending Bank Balances
Mountain West- Workers Comp	$ 100,000	$ -	$ -	$ 100,000
Bank of Idaho 8013 Utilities	2,000,000	8,405,026	(8,405,026)	2,000,000
Bank of Idaho 1952 PFC	2,984,002	120,396	-	3,104,398
Bank of Idaho 2720 Payroll	2,000,000	6,513,804	(6,513,804)	2,000,000
Bank of Idaho 2746-9134 Accounts Payable	-	16,014,837	(16,014,837)	(0)
Bank of Idaho 2845 Treasurer's Office	2,106,029	23,712,104	(23,447,718)	2,370,415
Bank of Idaho 2886 Sweep	1,169,416	39,395,002	(39,860,696)	703,722
Bank of Idaho 1500- Vendor Payments	-	48	-	48
Frontier Bank 0590- Evidence	25,370	-	-	25,370
Wells Fargo 0017- Safe Keeping	1,341,017	83,978,303	(83,328,366)	1,990,954
Wells Fargo 0962- Grants	-	-	-	-
Wells Fargo 4394-Power Payments	-	13,851,936	(13,851,936)	-
Wells Fargo 7687-EMS	-	365,824	(365,824)	-
Investment Portfolio	175,594,945	67,932,874	(50,978,621)	192,549,198
Total Financial Institution Balances	$ 187,320,778	$ 260,290,153	$ (242,766,827)	$ 204,844,104

Reconciling Items:	Beginning	Deposits	Withdrawals / Market Value	Ending
Current Reconciling Items	$ (1,358,734)	$ 1,497,554	$ (874,928)	$ (736,109)
Total Reconciled Balances	**$ 185,962,044**	**$ 261,787,706**	**$ (243,641,755)**	**$ 204,107,996**

General Accounting Ledger	Beginning Ledger Balances	Debits	Credits	Ending Ledger Balances
Cash (Accounts 101 and 102)	$ 112,931,389	$ 55,797,694	$ (37,427,916)	$ 131,301,166
Designated/Restricted Cash (106 and 107)	55,756,596	286,554	(569,859)	55,473,291
MERF Cash (105)	16,142,303	490,153	(112,850)	16,519,606
Payroll Liability Cash (80)	1,105,757	4,062,198	(4,354,023)	813,932
Monthly Reconciling Items				
Total General Ledger Balances	**$ 185,936,045**	**$ 60,636,598**	**$ (42,464,647)**	**$ 204,107,996**

City of Idaho Falls
Summary of Cash by Fund and Year
September 30, 2024

#	FUND	2021	2022	2023	2024
1	GENERAL	$ 18,170,550	$ 23,627,204	$ 24,386,988	$ 27,739,251
10	STREET	$ 4,730,904	$ 6,973,002	$ 9,546,483	$ 11,353,805
11	RECREATION	$ 1,047,911	$ 43,800	$ 118,485	$ 233,735
12	LIBRARY	$ 3,808,874	$ 3,953,379	$ 4,052,363	$ 4,007,858
13	AIRPORT PFC/CFC FUND	$ 545,440	$ 1,863,476	$ 2,299,530	$ 3,065,093
14	MUNICIPAL EQUIP. REPLCMT.	$ 6,352,793	$ -	$ -	$ -
15	EL. LT. WEATHERIZATION FD	$ 3,552,851	$ 3,694,492	$ -	$ -
16	BUSINESS IMPRV. DISTRICT	$ 107,073	$ 112,519	$ 62,845	$ 39,812
18	GOLF	$ 364	$ 181,167	$ 283,209	$ 173,434
19	RISK MANAGEMENT	$ 3,569,539	$ 3,375,965	$ 4,202,178	$ 4,699,385
20	SELF-INSURANCE FD.	$ 4,651,206	$ 4,488,655	$ 4,584,371	$ 5,404,594
21	AIRPORT CFC	$ -	$ -	$ 279,233	$ 810,127
23	EMERGENCY MEDICAL SERVICES	$ (891,191)	$ 1,428,250	$ 1,997,851	$ 3,073,154
24	WILDLAND	$ 50,259	$ 37,285	$ 167,833	$ (179,170)
32	POLICE IMPACT FEES	$ -	$ 31,207	$ 271,892	$ 971,501
33	FIRE IMPACT FEES	$ -	$ 12,870	$ 140,249	$ 704,088
34	PARKS IMPACT FEES	$ -	$ 32,702	$ 258,287	$ 1,709,833
35	STREETS IMPACT FEES	$ -	$ 128,603	$ 1,087,187	$ 4,469,789
41	PUBLIC WORKS CAPITAL IMP.	$ 2,390,452	$ 2,363,380	$ 3,074,699	$ 3,476,509
42	STREET CAPITAL IMPROVEMENT	$ 828,312	$ 777,961	$ 727,579	$ 2,581,594
43	BRIDGE & ARTERIAL STREET	$ 931,394	$ 926,981	$ 887,021	$ 1,425,162
45	SURFACE DRAINAGE	$ 262,308	$ 158,160	$ 122,208	$ -
46	TRAFFIC LIGHT CAPITAL IMPRV.	$ 1,248,314	$ 1,250,700	$ 1,329,243	$ 1,108,735
47	PARKS CAPITAL IMPROVEMENT	$ (320,895)	$ (27,590)	$ (151,074)	$ -
49	ZOO CAPITAL IMPROVEMENT	$ 414,524	$ 487,758	$ 707,113	$ 899,623
50	CIVIC AUDITORIUM CAPITAL IMP.	$ 205,572	$ 198,893	$ 208,512	$ 945,668
51	GOLF CAPITAL IMP.	$ 387,450	$ 133,571	$ 177,399	$ 527,981
52	POLICE CAPITAL IMPROVEMENT	$ (1,654,934)	$ (556,800)	$ (40,203)	$ 527
60	AIRPORT	$ 1,462,848	$ 3,772,530	$ (1,436,638)	$ 1,849,477
61	WATER	$ 15,614,652	$ 19,262,093	$ 21,285,548	$ 26,676,272
62	SANITATION	$ 6,043,134	$ 5,670,843	$ 6,894,543	$ 7,539,493
64	IDAHO FALLS POWER	$ 36,049,949	$ 37,138,549	$ 50,418,718	$ 60,515,141
67	FIBER	$ (547,933)	$ 580,773	$ 548,913	$ 52,290
68	WASTEWATER	$ 27,343,179	$ 29,340,876	$ 26,836,307	$ 28,233,238
	TOTAL	**$ 136,354,897**	**$ 151,463,254**	**$ 165,328,872**	**$ 204,107,996**

City of Idaho Falls
Monthly Revenue and Expense Summary
September 30, 2024

Revenue

Fund Type	Taxes / Intergovernmental	Charges for Services	Permits / Fees	Interest	Other Financing Sources	Total	Budget	%
General Fund	$ 59,525,580	$ 3,026,541	$ 2,355,282	$ 1,167,268	$ 501,679	$ 66,576,350	$ 72,440,631	91.90%
Special Revenue Funds	19,186,458	10,712,650	23,825	1,044,413	540,816	31,508,162	32,228,418	97.77%
Internal Service Funds	-	-	-	523,311	4,189,394	4,712,705	3,180,000	148.20%
Impact Fee Funds	-	-	-	251,614	6,001,369	6,252,983	3,225,353	193.87%
Capital Improvement Funds	5,259,970	620,568	-	536,686	9,252,170	15,669,394	15,554,624	100.74%
Enterprise Funds	15,935,278	124,759,594	-	6,278,832	3,816,807	150,790,511	152,957,171	98.58%
Total Revenue	$ 99,907,286	$ 139,119,353	$ 2,379,107	$ 9,802,124	$ 24,302,235	$ 275,510,105	$ 279,586,197	98.54%

Expenditures

Fund Type	Personnel Cost	Operating Expense	Capital	Debt	Interfund	Total	Budget	%
General Fund	$ 50,186,883	$ 26,081,278	$ 3,856,182	$ 1,981,771	$ (15,241,296)	$ 66,864,818	$ 79,285,623	84.33%
Special Revenue Funds	13,483,685	17,659,119	1,892,727	-	(401,198)	32,634,333	37,916,408	86.07%
Internal Service Funds	87,825	3,154,199	-	-	-	3,242,024	11,952,961	27.12%
Impact Fee Funds	-	-	165,043	-	-	165,043	3,225,353	5.12%
Capital Improvement Funds	-	631,089	9,661,733	-	(120,261)	10,172,561	19,367,911	52.52%
Enterprise Funds	23,912,347	65,537,021	53,484,178	4,125,027	(2,427,842)	144,630,731	187,735,288	77.04%
Total Expenditures	$ 87,670,740	$ 113,062,706	$ 69,059,864	$ 6,106,798	$ (18,190,598)	$ 257,709,510	$ 339,483,544	75.91%

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

Significant Budget Adjustments

Reallocation of Budget

A budget adjustment was created to increase Budgetary fund/Contingency by $872,939 from several General fund accounts

A budget adjustment of -$122,000 was created to move budget from Admin/Gen Construction Work Orders to Admin/Gen all other equipment and to Distribution Exp construction work orders.

Several budget adjustments were created to record ARPA funds. These adjustments were made in and out of the same accounts ARPA for recording purposes. Group 5077

Adjustment

A transfer of $185,517 was sent from the General Fund to Parks Capital Improvement to close out the fund and Park's projects. Funding comes from Park's budget.

An adjust of $1,143,642 was made to disperse Property tax relief funds in the general fund to the funds that receive property tax monies. $500,806 to Streets Fund, $135,011 to Recreation Fund, $358,609 to Library, $98,971 to PW capital Improvement, and $50,243 to Fire Capital Improvement.

A true up of property tax monies to match the L-2 form by year that was submitted to the County. This is an increase to the general fund by $48,091, decrease to Streets $172,615, Increase to Recreation $121,180, Increase to Library $54,883, Decrease to PW capital improvement $34,087, and decrease to Fire capital improvement $17,453.

Memorandum

File #: 24-384 **City Council Meeting**

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Wednesday, November 6, 2024
DEPARTMENT: Parks & Recreation

Subject
Purchase and Installation of Turnkey Golf Barrier Netting System for Sand Creek Golf Course.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the proposal from Netting Contractors, which was the lowest price of three quotes, for the purchase and installation of a barrier netting system at Sand Creek Golf Course, in the amount of $122,050 (or take other action deemed appropriate).

Description, Background Information & Purpose
Netting Contractors, LLC, will provide and install a 60-foot-tall golf barrier netting system to protect cars and pedestrians from rogue golf balls around the Sand Creek driving range. The cost of the project is $122,050.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☐

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

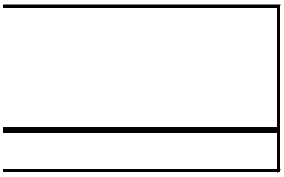
Interdepartmental Coordination
Parks and Recreation Department and Idaho Falls City Council.

Fiscal Impact
The City Council approved funding of $100,000 from the general fund for this project. The additional $22,050 has been identified within the golf fund.

Legal Review
The Legal Department has reviewed this item and agrees that the procurement meets the requirements for Idaho Code § 67-2805.

Bid Tab Sand Creek Golf Course Netting System

	Netting Contractors	Judge Netting Mountain West	West Coast Net
Bid Amount	$ 122,050.00	$ 135,900.00	$ 231,900.00
	Low Bid		



Netting Contractors LLC
PO Box 351
Anderson TX
Office: (281) 850-6793
sales@nettingcontractors.com

NETTING CONTRACTORS

Date:	10/21/24
Customer:	Sand Creek Golf Club/Derek Stanfield
Phone:	208-932-5229
Email:	dstandfield@idahofalls,gov
Address:	5200 S 25th E, Idaho Falls, ID 83404

Turnkey Golf Barrier Netting System Installation

Included in Scope:

A. Provide all new class 1 70'wood poles to construct the 600' of 60' tall Golf Barrier Netting System.
B. #930 polyester netting to be constructed into individual panels between poles from top to bottom, using high strength 3/8" poly rope. Net comes with a 10-year pro-rate warranty from the manufacturer.
C. Provide all cable, hardware, anchors & attachments for the system. Pole hardware will be 5/8" Hubbell Power Systems products.
D. All labor and equipment are included.

Conditions of Work:

- The proposal is based on 1 mobilization. If more are needed this will be a change order.
- Delays caused by others or poor site conditions will be a change order. Poor site conditions are described as unstable soil in any weather condition that will not handle on or off-road equipment.
- Level, solid ground must be provided by the customer to safely perform the scope of work. Any delays caused by soft or unlevel ground will be added as a change order for the equipment, labor, and contractor rates.
- Proper laydown area near the net pole line must be provided for the net poles.
- Proper access must be provided for trucks, equipment, and material without interruption from other contractors.
- The proposal assumes that holes can be drilled with a standard dirt auger system.
- Dirt spoils from the drilled shafts will be used to backfill the new net poles. Any unused dirt will be moved and piled in a close proximity to the net pole line by Netting Contractors. No dirt will be hauled off site.
- Netting Contractors LLC is not responsible for golf balls going over the barrier netting system.
- Drilling: ADDITIONAL COSTS CAUSED BY ADVERSE DRILLING CONDITIONS SUCH AS ROCK, GROUNDWATER, UNSTABLE SOILS OR ANY OTHER OBSTRUCTIONS WILL BE AT OWNERS EXPENSE.

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Total Project Cost: **$122,050**

Payment schedule:

Due upon completion of the project.

By affixing our signature below, I/WE agree to the terms above and as set forth below in Netting Contractors Terms and Conditions. The price, specifications and conditions of this proposal are satisfactory, and I/We authorize Netting Contractors LLC to complete the scope of work as specified above. I/We further agree to comply with payment terms & schedule as stated within in this proposal & understand there will be interest at a rate of 2% applied monthly to any late payments.

_____ _____

Customer Signature **Date**



Date: 10/21/24

Daniel Gehman / Owner
Netting Contractors LLC

Netting Contractors LLC
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NETTING CONTRACTORS

Standard Terms and Conditions

Proposals are based upon the plans, specifications and drawings provided to CONTRACTOR at the time of bid and assumes utilization of industry-standard material, labor types and quantities. CONTRACTOR does not provide engineering or architectural services. If any documents provided to CONTRACTOR for reliance in making our proposal later prove to be incomplete or inaccurate, to an extent requiring CONTRACTOR to utilize equipment, materials or labor in excess of those used in preparing such proposal, CONTRACTOR reserves the right to amend its proposal and any subsequent contract as may be necessary to comply with any changes in the foregoing documents. To the extent that any documents submitted to CONTRACTOR by you for review in making a proposal incorporate by reference any other document not given to CONTRACTOR, or refer CONTRACTOR to the contents of any other document not given by you to CONTRACTOR, CONTRACTOR, will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code or (2) such document may be readily downloaded on the internet from a website or other URL to which CONTRACTOR is given access prior to making their proposal. No merger or integration clause in any subsequent agreements executed by CONTRACTOR is intended to supersede this paragraph. The terms and conditions of this proposal are independent of any other contract conditions entered into and between others. This proposal and the terms contained herein shall be made a part of any subsequent contract or Agreement.

1. Contract Price
In exchange for the work to be performed under this Agreement, CUSTOMER shall pay CONTRACTOR a lump sum as specified in the corresponding Proposal. Price listed excludes any state or local sales, use or excise taxes levied upon, or measured by, the sales price, value or use of the work or any part thereof. If CUSTOMER is tax exempt, certificates must be provided to CONTRACTOR and be verified prior to signing this Agreement. Price is subject to any additions and deductions pursuant to change orders agreed upon in writing by both parties.

2. Retainer Fee
It is acknowledged by CUSTOMER that CONTRACTOR may request a retainer fee upon acceptance of proposal in order to begin scheduling the work, arranging for the delivery of equipment, and purchase made-to-order materials, as necessary to complete the work. The remaining balance will be due upon completion or in accordance to the payment schedule specified in Proposal.

3. Payment Terms
3.1 All payments are due upon submission of CONTRACTOR invoice unless other terms have been agreed upon and stated in proposal. CUSTOMER agrees to process their payment by Check, ACH or Wire Transfer within a reasonable timeframe not to exceed thirty (30) days following receipt of invoice. CUSTOMER acknowledges that a late fee of 2% will be applied monthly to any invoice with an open balance that is (30) days or more past due or the maximum rate allowed by law at the place of the Work.
3.2 CONTRACTOR may refer collection of the unpaid amount to an attorney or collections agency. If CUSTOMER's unpaid invoice is referred to an attorney or collections agency, CUSTOMER shall pay all reasonable attorney's fees and/or collections agent's fees.
3.3 Should CUSTOMER fail to pay the amounts due under this Agreement, CUSTOMER hereby consents to the filing of a Mechanic's Lien by CONTRACTOR LLC on the property to which materials and/or services were provided. In the event CONTRACTOR has filed and notified the CUSTOMER of a mechanics lien, CONTRACTOR is obligated to deliver the corresponding release to the CUSTOMER after satisfactory payment of any pending balance or compensation is made.

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4. Change of Scope

4.1 Additions or changes to the scope of work not accounted for in the Proposal will require a change order with the additional charges and the corresponding approval from the CUSTOMER. Unforeseen situations that cause additional charges or changes in the scope of work will require a change order.

4.2 In the event the CUSTOMER modifies the Scope of Work and directs CONTRACTOR to perform any additional or extra work outside the Scope of Work as set forth in proposal, the Contract Price and Contract Time shall be adjusted accordingly.

4.3 CUSTOMER agrees that the amount of money appropriated for the Work in this Agreement is equal to or in excess of the contract price set forth and CUSTOMER shall not issue any change order or other directive requiring additional compensable Work to be performed, which causes the total amount payable under the agreement to exceed the appropriated amount.

5. Permissible Delays

5.1 Scheduling is contingent upon delays caused by weather and/or availability of materials and equipment. If CONTRACTOR is delayed during or before commencement of the project by inclement weather, manpower constraints and/or equipment availability or any cause beyond the control of the contractor, CONTRACTOR shall be entitled to an extension.

5.2 The CUSTOMER agrees that the CONTRACTOR will not allow a reduction in the contract price, nor will reimbursement be made to compensate the CUSTOMER for any liquidated damages, expenses and/or inconveniences they may incur due to delays beyond the control of CONTRACTOR.

5.3 Any delays that incur additional costs that are caused by acts, omissions or decisions by the CUSTOMER or any change order required, CONTRACTOR shall be entitled to an equitable adjustment of the contract price.

6. Delays Caused by Others

If undue delay is caused to CONTRACTOR by CUSTOMER, their employees, agents or subcontractors hired by CUSTOMER in the performance of work thru no fault of our own; There will be a change order issued for time lost and/or a remobilization fee if we are required to leave the project and return at a later date.

7. Nature Of Materials:

The materials to be used for the construction of the netting system are described in detail in CONTRACTORS Proposal. Unless otherwise clearly stated in proposal, the materials will be new and in accordance with the CUSTOMERS issued construction drawings and specifications for the project.

8. Ground Conditions

8.1 In submitting this Proposal, it is assumed that there are no underlying obstructions, rock formations, hidden foundations, tree roots, concrete, pavers, or any other concealed or unknown subsurface conditions in the existing site and no unusual soil or subsurface conditions on the property which would require modified drilling techniques, jack hammering or blasting, or any other unusual conditions requiring extra labor in the erection of this net system. Should any of the above conditions be encountered, a change order will be submitted to cover the actual cost of such work to remedy any obstruction.

8.2 CUSTOMER understands that firm, all weather ground is required to safely operate the equipment needed for the work. Any delays caused by soft or unlevel ground determined unsuitable for safe operation of equipment will result in additional charges.

8.3 Any other work conditions that could render the installation physically impossible to perform, or put the safety of the installers at risk are a cause of cancellation without any responsibility to the Contractor.

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9. CUSTOMER Responsibilities & Contractor Conditions

9.1 CUSTOMER is responsible to procure all necessary permissions, permits, licenses and consents, that may be required prior to construction commencing on the property, the cost of which shall be the sole responsibility of the CUSTOMER. Contractor shall be reimbursed any out-of-pocket cost for all such permits, licenses, fees and/or deposits obtained on behalf of CUSTOMER without markup upon submission of invoice.

9.2 CUSTOMER is responsible to for setting all net pole locations and elevations. CONTRACTOR will field verify pole locations with CUSTOMER prior to drilling and setting of poles. Once drilling has commenced, any changes made, will be at the CUSTOMER's expense.

9.3 CUSTOMER is responsible for facilitating the Contractor with all the necessary means to perform the project to a successful completion, such as proper access to the premises for trucks & equipment, as well as any preparation of work areas and material staging so as to be acceptable for Contractors Work under this Contract. Contractor and CUSTOMER will cooperate with each other to coordinate such access and preparation of the work areas. Any delays attributable to the CUSTOMER may result in additional charges.

9.4 Contractor is not responsible for any grading work in the terrain.

9.5 CUSTOMER is responsible for locating and identifying any property lines and/or easements to the Contractor. If there is no clarity on the boundaries, the CUSTOMER can hire a licensed land surveyor. CUSTOMER warrants that all boundaries and property lines are accurate, and therefore the Contractor will rely on the property lines identified by the CUSTOMER or their surveyor. CUSTOMER agrees to defend, indemnify and hold CONTRACTOR harmless from any and all claims (including, without limitation, claims asserted by neighbors of CUSTOMER alleging trespass), and damages of every type (including, without limitation, attorney fees, expert and consultant fees, and costs), arising out of any inaccuracies or alleged inaccuracies with the boundary and property lines identified by CUSTOMER and/or CUSTOMER's surveyor.

9.6 CONTRACTOR is not responsible for working or constructing across not properly identified property lines, easements, covenants or other legal encumbrances that your service address may be subject to and holds no liability for such elements.

9.7 CUSTOMER agrees that CONTRACTOR will not be held responsible for restoration of any part of the landscape that is disturbed during installation. CONTRACTOR will not be required to remove, relocate, spread, or reform soil excavated from digging holes during installation nor be held responsible for any damage to or soiling of any driveways, walkways, parking lots, turf, fresh grading, sod, shrubbery, irrigation etc., resulting from gaining access or performing work in the same proximity of your netting project. CUSTOMER agrees to absorb all costs.

9.8 CONTRACTOR will request dig clearance from 811, who will identify public utility lines that run underground prior to the execution of work.

9.9 CUSTOMER will be responsible to identify any other lines installed privately, and that are not accounted for by 811. This includes also the presence of sprinklers, irrigation lines, drip lines and similar. Contractor will not be responsible for any damage to buried objects or lines such as gas, water, cable, telephone, electric that were not properly identified.

9.10 CONTRACTOR is not responsible for damage to any underground lines, pipes, drains, wires, cables, foundations, sprinklers, or anything of the type. CUSTOMER agrees to release, indemnify, save harmless and defend CONTRACTOR from and against all liability, loss, damage, and expense caused or occasioned thereby.

9.11 Contractor is not responsible for damages to landscape/vegetation along the pole line. Unless otherwise specified in proposal, the CUSTOMER is responsible for providing a clear work space along the pole lines prior to start date. If significant overgrowth is required to be cut back to execute agreed construction, additional charges shall be applied to the CUSTOMER.

9.12 CUSTOMER grants CONTRACTOR the irrevocable right and permission to use or disclose photographs and/or video recordings of work performed in connection with marketing and promotion of CONTRACTOR' websites, other

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websites, publications, promotional flyers, educational material, derivative works, or for any other similar purpose without compensation to CUSTOMER.

9.13 The CUSTOMER or a designated agent will be available either by phone or onsite during the service engagement in the event of any questions or immediate needs that need to be addressed.

9.14 The Proposal does not include costs for removing and/or reattaching netting for any purposes.

9.15 Unless otherwise stated, the Proposal does not include the removal of concrete footings from previously installed poles. The new poles would be installed offset from the existing holes; the old posts cut at the ground level. A change order will be required if concrete footing removal is requested by the CUSTOMER.

9.16 If the CUSTOMER is a tenant on the property and not the CUSTOMER, the tenant warrants to the Contractor that all work performed under this contract has been approved by the CUSTOMER prior to the execution of this contract. Tenant agrees to indemnify and hold harmless the Contractor from any and all claims by the CUSTOMER or its agents arising out of the CUSTOMER's non-approval of the work under this contract.

10. Limited Warranty

CONTRACTOR warrants that materials and equipment furnished by them will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by Contractors such as Netting Contractors LLC performing work for projects of the same type, kind, nature, complexity and size as the Project and Work covered by this Agreement, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Agreement. CONTRACTOR warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (2) years from the date of Substantial Completion of each Phase of Work ("Warranty Period").

This warranty does not apply to the following;

1. Normal wear & tear
2. Damage caused by improper use or neglect
3. Modifications or repairs completed by CUSTOMER, their employees, agents or any other persons not authorized by CONTRACTOR
4. Damage caused directly or indirectly by adverse weather or acts of God, fire, flood, tornado, hurricane, earthquake, ice, acts of war, terrorism, riots and civil disorder or for any cause beyond Contractors reasonable control.
5. The cost to rehang or replace netting panels that have fallen on the breakaway net system are not included, as the purpose & intent of the breakaway net system is to allow the netting panels to come lose and be released during times of inclement weather in order to prevent any major structural damage.

11. Material Warranty

MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. Contractor guarantees that all materials incorporated into net system are new and as specified in original proposal. Products will conform in all material respects to the applicable manufacturers specifications and will be free from material defects in workmanship under normal use. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable.

This warranty does not cover the following;

1. Damage to mesh from breakage due to excessive force, direct impact, adverse weather, vandalism, misuse and neglect.
2. Deterioration due to harsh industrial, coastal or marine environments is not warranted.

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3. This warranty does not cover rusting.
4. Damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than CONTRACTOR

12. Warranties; Warranty Disclaimer
Except for the warranties expressly set forth in warranties section, Contractor makes no express or implied warranties or representations with respect to the subject matter of this agreement (including, without limitation, anything provided hereunder) and hereby disclaim all warranties of any kind, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. Safety
CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property and CONTRACTOR shall take all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from the performance of the Work by CONTRACTOR or any of CONTRACTOR's subcontractors, suppliers or second or third tier subcontractors and suppliers.

13. Contractor Insurance
CONTRACTOR will provide and maintain, at all times during the term of this Agreement with CUSTOMER, appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Contractor, it's employees or agents, if any, in connection with the performance of the Work under this Agreement. Coverage provided shall be written through companies with an A.M. Best rating of A- or better and duly authorized to transact that class of insurance in the state in which the project is located. Any cost to obtain additional coverage or higher limits if so required, will be passed on to CUSTOMER and shall be provided only if such coverage is available from our insurance company. Prior to the start of work, CONTRACTOR will furnish to CUSTOMER a certificate of insurance showing that such coverage is in force, stating policy numbers, dates of expiration, limits of liability and coverages there under. CONTRACTOR further agrees it shall require all subcontractors and those hired by CONTRACTOR to work under this Agreement to provide a certificate of insurance showing adequate coverage; and CONTRACTOR shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

14. Special Term To File A Claim
Both Parties agree that any and all claims that arise from the execution of this contract will be enforceable within a period of two (2) years after construction has finalized. Any filing done after such period shall be unenforceable regardless of the statutes of limitation. Notwithstanding anything to the contrary, the present clause will not limit the Contractor's right to collect payment through any legal mechanism at its discretion.

15. No Third Party Beneficiaries
Except as expressly provided herein, these Terms and Conditions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

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16. Confidentiality
In the event of any dispute, The Parties agree that it is appropriate to maintain the allegations made in the Dispute, any discovery exchanged between them in the Dispute, and the terms provided for in any subsequent settlement agreement (collectively the "Information") as confidential on a going forward basis as of the date of this Agreement, except to the extent disclosure of said Information may be required by court order or other lawful order of a governmental agency, or to comply with any law, or to enforce the terms thereof. The confidentiality will also cover any misinformation or misleading statements and herein, will limit any comments, reviews, posts in social media, websites, written press, radio, television and any other broadcasting where the information could be made public.

17. Severability
Any provisions held to be invalid, illegal or unenforceable may be severed from the remainder of this Agreement, whether partially or completely. The remaining provisions will not be affected and shall continue to be valid, legal and enforceable.

18. Waiver
Neither party shall be deemed to have waived any provision of this Agreement or the exercise of any rights unless such waiver is made expressly and in writing. Waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

19. Independent Contractor Capacity
Both Parties expressly agree that the present Agreement is exclusively a contract for services. Therefore, the Contractor is acting as an independent contractor and shall not, for any purpose, be considered as an employee; nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of a partnership, joint venture or any other fiduciary relationship. The CUSTOMER is not required to pay any form of employee benefit for the Contractor, their agents, officers, employees, CUSTOMERs, managers, subcontractors and affiliates during the term of this Agreement. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

20. Subcontracting
The CUSTOMER may not transfer, delegate or assign this Agreement or its rights or obligations in any way without obtaining prior written consent from CONTRACTOR. CONTRACTOR may subcontract any services that are deemed necessary to execute the work as agreed by the Parties.

21. Labor Agreements
Work will be completed by CONTRACTOR, their employees and authorized subcontractors only. At no point will CONTRACTOR be subject or become party to any labor agreements that CUSTOMER or their agents, employees or subcontractors have entered into with any labor group or union. To the extent that there are any violations and/or any demands made against CONTRACTOR by any labor group, union, or a subcontractor performing work at the work site on behalf of OWNER, OWNER shall be responsible for addressing and resolving such claims. Price adjustments will be made for any increase in labor costs, including, without limitations, changes in working conditions, scheduling requirements, prevailing wages and fringe benefits if required.

Netting Contractors LLC
PO Box 351
Anderson TX
Office: (281) 850-6793
sales@nettingcontractors.com

NETTING CONTRACTORS

22. Notice
All notices or other acts of communication required or permitted by these Terms, will be given in writing and delivered to the Parties by hand, or at the email addresses expressed on the approved Proposal; and will be deemed to be properly delivered immediately upon being served personally by hand, or the following day after being delivered by email.

23. Indemnification
CONTRACTOR LLC to the fullest extent permitted by law, shall indemnify and hold harmless CUSTOMER, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction but only to the extent resulting from the negligent acts or omissions of CONTRACTOR or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of CONTRACTOR shall be excused or discharged to the extent that the claim, damage, loss and expense,
or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole by the acts or omissions of the CUSTOMER.

24. Limitation Of Liability
Notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other party for special, indirect, consequential, punitive or exemplary damages suffered by such party resulting from or arising out of this agreement or the breach thereof or under any other theory of liability, whether tort, negligence, strict liability, breach of contract, warranty, indemnity or otherwise, including loss of use, increased cost of operations, loss of profit or revenue, or business interruptions; provided, however, that the foregoing limitation shall not apply to any damage claim asserted by or awarded to a an unaffiliated third party for which a party would otherwise be liable under any indemnification provision set forth herein.

25. Contract Term
Upon execution of this Contract, CONTRACTOR and CUSTOMER shall agree on a commencement and completion date for the Work, which shall not be altered except by written agreement by both Parties. ("Contract Time"). All Work shall be completed in accordance with the construction schedule mutually agreed upon between the parties, subject to equipment and crew availability and shall remain in full force and effect until completion and final payment is made.

26. Cancellation
25.1 CUSTOMER has the right to cancel this Agreement within three (3) business days. CUSTOMER may cancel by sending written notice to CONTRACTOR by e-mail or certified mail to the address listed below by midnight of the third business day after receiving a signed and dated copy of the Agreement. Any advance payments in concept of deposit shall be reimbursed to the CUSTOMER within such period.

NETTING CONTRACTORS LLC
P.O. Box 351
Anderson, TX 77868

25.3 CONTRACTOR may terminate this Agreement upon seven (7) days' written notice to CUSTOMER for any of the following reasons:

a. If the work has been stopped or delayed for a thirty (30) day period through no fault of CONTRACTOR

Netting Contractors LLC
PO Box 351
Anderson TX
Office: (281) 850-6793
sales@nettingcontractors.com



b. Under court order or by order of any other government authorities having jurisdiction over the worksite
c. As a result of the declaration of a national emergency, state of siege, war, pandemic, other government acts and any other similar situations that may impact or limit partially or completely the Contractor's capacity to source material and labor for the project.
d. CUSTOMER fails to pay CONTRACTOR in accordance to this Agreement and CONTRACTOR has provided CUSTOMER with notice of CUSTOMER's default.
e. CUSTOMER otherwise materially breaches this contract.
f. Changes in the scope of work or specifications that fall outside CONTRACTOR's reasonable capabilities or skill to perform
g. Inability to agree to a change in the scope of work or pricing that results in the impossibility to finalize the construction with the original specifications or scope.
h. Impossibility from CONTRACTOR to fulfill the CUSTOMER's expectations or requests that fall beyond reasonable conditions, features, material options, or particular ways to perform the contracted work.
i. Upon CUSTOMER's unacceptance of Netting Contractor's standard building techniques and methods.

26. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Texas, without regarding its conflicts of law provisions.

Upon completion of this Agreement, it is understood that CONTRACTOR and CUSTOMER both agree with the terms set forth in this document. Both parties represent and warrant that each party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement.

Ecker Netting Inc. dba: Judge Netting Mountain West
2904 S 2000 W Syracuse, UT 84075
Office (801)-388-4178 **Toll Free** (855)-Hang-Net
www.judgenettingmountainwest.com

IDAHO CONTRACTORS LICENSE: RCE-56944

PROPOSAL & CONTRACT

November 19, 2024

Dereck Stanfield
Sand Creek Golf Course
5200 S 25th E
Idaho Falls, ID 83404

SCOPE OF WORK

We propose to supply the material, labor, and equipment necessary to install a new netting barrier on driving range. Proposed barrier will be 60' tall x 600' long

INCLUDES

- Includes (1) mobilization.
- Includes crew labor, travel, per diem, and accommodations.

POLES

- (13) Wood poles
- Poles installed at 50' on center spacing.
- Includes shipping, unloading, and handling of all poles.

DRILLING/EXCAVATION

- Drilling or excavation of (13) pole footings and (2) anchor footings at engineered embedment depth and diameter

NETTING

- New netting will be UV-treated polyester with sewn rope borders.
- Netting will be black.

CABLE AND HARDWARE

- Includes all hardware and cable necessary for installation.
- New cable will be 3/8" or 5/16" extra-high-strength, galvanized.
- Hardware will be 5/8" or ¾" diameter, heavy-duty, galvanized.
- Earth anchors will be installed with down guy support cables at each end of the barrier.

EXCLUSIONS

- Inspection fees or special inspection fees.
- Permit Fees
- Rock Drilling. If auger refusal is encountered due to unforeseen rock or buried obstructions, there will be added costs from the driller based on added time and material.
- Excludes hauling off of dirt spoils. All dirt spoils will be left onsite.

PRICING	(please initial)
Wood Poles	**$119,900**_____
Baseboard - 12" Pressure Treated lumber at bottom of netting (recommended) (helps prevent damage from mowers, ball pickers, rodents, etc)	**$16,900**_____

All applicable taxes are included in this proposal.

PAYMENT TERMS

All invoices NET 30

- 30% deposit due upon acceptance of contract.
- 70% due upon completion.

Invoices not paid when due are subject to a service charge of 1-1/2% per month. This is an annual percentage rate of 18%. Should a suit be instituted to enforce the provisions of this Proposal and Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court or other tribunal hearing the matter. Visa, MasterCard, and Discover are accepted with a convenience fee of 3.5% with a maximum charge amount of $20,000.

STANDARD ASSUMPTIONS

- Pricing firm for acceptance for a period of 30 days.
- Necessary access "to," "from," and "at" work site during construction.
- Normal activities may require alteration during construction to provide a safe working environment for our employees and equipment.
- Mobilization costs included in our proposal are based on one move-on and move-off. Any cessation of work due to lack of permits or any reason by the client will require a $3,000 re-mobilization charge with all work and materials invoiced to date.
- We are a non-union company and, as such, will not become a signatory to any labor agreement.
- If, during the performance of this contract, the price of the contractor's materials increases more than 10%, the price of said materials shall be equitably adjusted by the owner to account for said increase.

STANDARD EXCLUSIONS

- Bonding, engineering, or prevailing wages, unless otherwise stated in this proposal.
- Indemnification: Judge Netting Mountain West will not indemnify any additional Owners, Architects, Contractors, or Agents.
- This proposal does not include any permit fees or related costs involved in securing permits except as noted in this proposal. If Judge Netting is not contracted to pull permits, the client is responsible for acquiring all permits and any costs relating to permit requirements. Should a government agency require changes, additional construction costs will be assumed by the client.
- Damage to driveways, parking lots, tennis courts, irrigation systems, or sod, which may be caused by our equipment.
- Subsurface or latent physical conditions at the site differing from those indicated.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- The owner shall promptly investigate the conditions, and if it finds that conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order in the amount of contractor's expenses incurred plus 10%.
- Judge Netting Mountain West makes no warranty, either expressly or implied, as to the protective capabilities of netting or structures, including height requirements and/or repairs to or performance of any existing material or material used during construction.

Judge Netting's liability under this contract shall not exceed the price identified above.

Cancellation: Upon execution by both parties, this Proposal and Contract is non-cancellable. Any cancellation by Purchaser shall entitle Judge Netting at its discretion, to collect any fees or charges it has incurred in preparation for delivery of the work outlined above.

We appreciate the opportunity to present this proposal and look forward to working with you.

Please contact us at kirt@jn-mw.com or 801-388-4178 with questions or concerns.

JUDGE NETTING MOUNTAIN WEST

By: _____

Date: _____

ACCEPTED BY:

By: _____

Signer is authorized to approve contract.

Date: _____

WEST COAST NETTING
THE NET HOUSE
HOMECOURT

QUOTE
MW24-4877

WEST COAST NETTING
5075 FLIGHTLINE DR.
KINGMAN, AZ 86401
TOLL FREE: 800-854-5741
FAX: 928-692-1501

TO:

Attn:	Sand Creek Golf Course Dereck Stanfield
Add.	5200 S 25Th E Idao Falls, ID. 83404
Fax/Email:	dstanfield@idahofalls.gov
Phone #:	(208) 932-5229
Re:	

F.O.B.	Terms	Date	Estimated Ship Date
Jobsite	Credit Card / Net 30 OAC	11/14/2024	TBS

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	West Coast Netting Install Includes: W420T 1" mesh rope bound net 60' H x 600' W 13 - 70' Class 2 treated new wood poles Labor, equipment, Hardware to complete install	$231,900.00	$231,900.00
	Pricing given for steel products are based on pricing at time of request. Pricing is subject to change and will be confirmed at the time of steel product order. Price excludes: Taxes, bonds, permits, project labor agreement, union , union labor, off haul and/or disposal of spoils, turf and or irrigation system damage repair, survey, drilling in hard rock or unstable soil conditions unless noted above. Additional charges apply if required.	SUB TOTAL Tax Est. S&H TOTAL	$231,900.00 $0.00 $231,900.00

Above Prices Good For: 30 days

Signature: Mark Weninger

Memorandum

File #: 24-409 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, November 19, 2024
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-01 Bid Award to Ormond Builders Inc. for Idaho Falls Power Administration Building Remodel

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the bid award to Ormond Builders Inc. of Idaho Falls, Idaho for a not-to-exceed amount of $1,170,998.40 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Idaho Falls Power solicited bids from qualified contractors to remodel a section of the warehouse for field crew workspace and replace the buildings end of life chiller. Five bids were received with Ormond Builders Inc. being the lowest responsive, responsible bidder of $1,064,544 plus a 10% contingency for a total of $1,170,998.40.

Alignment with City & Department Planning Objectives



☐ ☐ ☒ ☐ ☐ ☐ ☐ ☐

This action supports our readiness for managed, well-planned growth ensuring that provisions of community infrastructure meet current and future needs. This action also supports strategic opportunities for infrastructure expansion as identified in IFP's Strategic Plan.

Interdepartmental Coordination
The City Legal Department and Idaho Falls Power

Fiscal Impact
This project is budgeted for in the 2024/25 Capital Improvement Plan.

Legal Review
The City Legal Department concurs this agreement is within state statute.

Idaho Falls Power

Bid Tabulation

Project: Idaho Falls Power Administration Building Remodel IFP 25-01
Submitted: Nikki Bradford

		Bidder		Bidder		Bidder		Bidder		Bidder	
		Pacific West Construction		Alpine Construction Ma		Ormond Bulders		Alan Clark Construction		Rivers West Constuction	
	Public Works License? Yes or No	yes		yes		yes		yes		yes	
	5% Bid Bond Included? Yes or No	yes		yes		yes		yes		yes	
	Acknowledgement of Addendums 1 and 2 and 3 Yes/No	yes		yes		yes		yes		yes	
		Total:	$1,536,273.74	Total:	$1,253,094.00	Total:	$1,064,544.00	Total:	$1,175,800.00	Total:	$1,324,000.00
	Bid Award						**$1,064,544.00**				

Jim Schnittgen- Rivers West Construction
Kris D'antoni - Ormond Builders
Denise Preston - ACM
Connor Atkin - Pacific West Construction
Alan Clark - Alan Clark Construction
Krista Thornton
Nikki Bradford
Alan Cunningham

IDAHO FALLS POWER
IFP 2025 ADMINISTRATION BUILDING REMODEL
PROJECT IFP 25-01

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

This Agreement is by and between **City of Idaho Falls dba. Idaho Falls Power** ("Owner") and **[name of contracting entity]** ("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: **Remodel of the Administration Building as specified in the Specifications and Design Drawings for the project.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The Contractor suppling all the labor, expertise, equipment and materials as specified in the construction documents to remodel the Idaho Falls Power Administration Building.**

3.01 The Owner will assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **NBW Architects p.a.**.

ARTICLE 3—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **one hundred and twenty (120)** days after the date of the Notice to Proceed, and 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 Ten **(10)** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following;

120 days after the date of the Notice to Proceed, the Contractor will have completed construction activities and the remodel areas of the building will be accepted for occupancy.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $5**00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4—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. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—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 **fifth (5th)** 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.

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

1) If 50 percent or more of the Work has been completed, as determined by Engineer or Project Manager, 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;

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 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 6—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 Plans developed by NBW Architects, Project Number 24007.
6. Construction Drawings as shown in Plans developed by NBW Architects, Project Number 24007.
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.
    e. Warranty Bond

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

ARTICLE 7—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 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 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 ~~EJCDC® C-700~~, 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.

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

This Agreement will be effective on **XX/XXXX/XXXX** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Idaho Falls *(typed or printed name of organization)*	Ormond Builders, Inc. *(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: Don Ormond *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: President *(typed or printed)* *(If contractor 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:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: Stephen Boorman, PE *(typed or printed)*	Name: _____ *(typed or printed)*
Title: AGM *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
P.O. Box 50220	
140 S. Capital	
Idaho Falls, ID 83405	
Phone: 208-612-8444	Phone: _____
Email: sboorman@ifpower.org	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: _____

IDAHO FALLS POWER
IFP 2025 ADMINISTRATION BUILDING REMODEL
PROJECT NUMBER: IFP 25-01
BID FORM FOR CONSTRUCTION CONTRACT

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 Sealed proposals for furnishing IFP 2025 Administration Building Remodel as described in "Specifications" will be received at the Idaho Falls Power, 140 S Capital Ave., Idaho Falls, Idaho 83402, until **Thursday, 31 October 2024, at 1:30 p.m.**, and then will be publicly opened and read. The price page(s) and the signature page(s) of the proposal must be the original--copies or faxed copies are not acceptable and will result in rejection of the bid.

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

Deliver to: (hand or parcel delivery service:
Idaho Falls Power
Engineering Department
140 S Capital
Idaho Falls, ID 83405

Mail to: (United States Postal Service)
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. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

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.

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 Using the Exhibit A attached. Bidder understands that the contract will be awarded to the lowest price responsive bidder.

1. Bidder acknowledges that;

a. Bidder will supply all materials designated as contractor supplied.

b. Owner will supply only the materials specified as owner supplied.

c. Bidder will provide all labor, expertise, equipment and tools required to complete construction of the project.

d. 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.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$1,064,544.00

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be substantially completed in accordance with Paragraph 4.03 of the Agreement.

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 of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of 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:

Addendum Number	Addendum Date
#01	October 23, 2024
#02	October 29, 2024
#03	October 31, 2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. 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.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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:

Ormond Builders, Inc.
(typed or printed name of organization)

By: Don Ormond
(individual's signature)

Name: Don Ormond
(typed or printed)

Title: President
(typed or printed)

Date: November 07, 2024
(typed or printed)

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

Attest: Kris D'Antoni
(individual's signature)

Name: Kris D'Antoni
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Date: November 07, 2024
(typed or printed)

Address for giving notices:

1088 North Skyline Drive
Idaho Falls, Idaho 83402

Bidder's Contact:

Name: Don Ormond
(typed or printed)

Title: President
(typed or printed)

Phone: (208) 524-1422

Email: djormond@ormondbuilders.com

Address:

1088 North Skyline Drive
P.O. Box 1814 (83403)
Idaho Falls, Idaho 83402

Bidder's Contractor License No.: (if applicable) RCE-1448/ PWC-C-11936-U-1-3-5

COPY

CONSENT IN LIEU OF SPECIAL MEETING OF SHAREHOLDERS AND DIRECTORS

The undersigned, being all of the Shareholders and Directors of Ormond Builders, Inc., an Idaho corporation, do by unanimous written consent in lieu of a special meeting of Shareholders and Directors pursuant to the authority granted in Idaho Code § 30-29-821 hereby adopt the following resolution:

RESOLVED, that Donald Jay Ormond and/or Jack Keith Ormond are authorized to sign any and all documents on behalf of Ormond Builders, Inc.

Dated May 01, 2020

Donald J. Ormond

Donald J. Ormond, Shareholder & Director

HEATHER R. PALMER NOTARY PUBLIC Comm. No. 66380 STATE OF IDAHO

State of Idaho, County of Bonneville
Subscribed and sworn to before me on May 1, 2020

Notary Public: Heather R Palmer

My Commission expires: 09/28/2021

IDAHO FALLS POWER

IFP 2025 Administration Building Remodel / PROJECT IF 25-01

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Ormond Builders, Inc. Address *(principal place of business)*: PO Box 1814 Idaho Falls. ID 83403-1814	Name: Travelers Casualty and Surety Company of America Address *(principal place of business)*: One Tower Square Hartford, CT 06183
Owner	**Bid**
Name: The City of Idaho Falls 308 Constitution Way, Idaho Falls, Idaho, 83402	IFP Administration Building Remodel Project # IF 25-01 Bid Due Date: **November 7, 2024**
Bond	
Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: November 7, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	

Bidder	Surety
Ormond Builders, Inc. *(Full formal name of Bidder)*	Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: Don Ormond *(Signature)*	By: Christian Deane *(Signature) (Attach Power of Attorney)*
Name: Don Ormond *(Printed or typed)*	Name: Christian Deane *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: Kris D'Antoni *(Signature)*	Attest: Eric Staten *(Signature)*
Name: Kris D'Antoni *(Printed or typed)*	Name: Eric Staten *(Printed or typed)*
Title: Assistant Secretary	Title: Commercial Insurance Advisor

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

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

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **7th** day of **November**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

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

Contractors Board

ORMOND BUILDERS, INC.
General Contractor Registration
RCE-1448

Expires: 17-Nov-2025

Russell Barron
Administrator

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

PWC-C-11936 - UNLIMITED - 1- 3- 5
License Number

08/04/1980
Original License Issued

This is to certify that

ORMOND BUILDERS, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 08/31/2025

Licensee Signature

Russell Barron, Administrator

COPY

CITY OF IDAHO FALLS

License No: 1018
Issued: 12/29/2022
Expires: 12/31/2024

This is to certify that:

Ormond Builders Inc

PO Box 1814
IDAHO FALLS, ID 83403-1814

has successfully qualified as a Bldg Contractor - Class A and is entitled to practice this profession in Idaho Falls, Idaho, according to Title 4 of the Idaho Falls City Code.

Cori Wilde

City Clerk

City Clerk's Office: (208) 612-8415; fax: (208) 612-8560
Public Works Department: (208) 612-8256
Community Development Services Department: (208) 612-8276

Ormond Builders, Inc. November 07, 2024

Project: Idaho Falls Power
IFP 2025 Administration Building Remodel
Project Number: IFP 25-01

Bidder Qualification Statement

	Owner	Project	Project Value
1.	City of Idaho Falls Attn: Chris Canfield Asst. Public Works Director/ Telephone: (208) 612-8259	Idaho Falls Police Department Facility (Completed 2024)	$24,606,966.00
2.	City of Idaho Falls Attn: Brian Tomsett Building Official Telephone: (208) 612-8271	Well #12 Rehabilitation (Completed 2023)	$ 546,317.00
3.	City of Idaho Falls Attn: Pam Alexander Municipal Services Director Telephone: (208) 612-8249	City Hall Elevator Addition (Under Construction)	$ 990,377.00

Submitted by:

Ormond Builders, Inc.

Don Ormond
President

Ormond Builders, Inc.

November 07, 2024

Project: Idaho Falls Power
IFP 2025 Administration Building Remodel
Project Number: IFP 25-01

Named Subcontractors

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the Plumbing, Heating, Ventilating & Air Conditioning (HVAC), and Electrical Work, subject to approval of the Owner and Architect, are as follows:

1. Plumbing
   Mountain West Mechanical
   Rexburg, Idaho

   a. Idaho Public Works Contractors License No. 10323-AAA-4
   b. Idaho Plumbing Contractors License No. PLB-C-11590

2. HV AC/ Heating, Ventilating & Air Conditioning
   Lewis Corporation
   Pocatello, Idaho

   c. Idaho Public Works Contractors License No. 10391-U-4
   d. Idaho HVAC Contractors License No. HVC-C-4440

3. Electrical
   DL Electric LLC
   Blackfoot, Idaho

   e. Idaho Public Works Contractors License No. 061464-AA-4
   f. Idaho Electrical Contractors License No. 056890

Submitted by:

Ormond Builders, Inc.

Don Ormond
President

Ormond Builders, Inc.

November 07, 2024

Project: Idaho Falls Power
IFP 2025 Administration Building Remodel
Project Number: IFP 25-01

Proposed Subcontractors List

	Name	Trade
1.	Cherry Glass & Alum.	Aluminum Storefront & Glass
2.	Idaho Interiors	Steel Studs, Drywall & Acoustic
3.	Aspen Painting	Painting
4.		
5.		

Submitted by:

Ormond Builders, Inc.

Don Ormond
President

Ormond Builders, Inc.

November 07, 2024

Project: Idaho Falls Power
IFP 2025 Administration Building Remodel
Project Number: IFP 25-01

Proposed Suppliers List

	Name	Material
1.	Architectural Building Supply	Door Hardware
2.		
3.		
4.		
5.		

Submitted by:

Ormond Builders, Inc.

Don Ormond
President

Memorandum

File #: 24-412 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, November 19, 2024
DEPARTMENT: Public Works

Subject
Bid Award - Idaho Falls Fire Station #6

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the plans and specifications; award to the lowest responsive, responsible bidder, Big-D Construction, in the amount of $2,632,708.00, which includes the Base Bid and Alternate 2 Deduct; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Monday, November 18, 2024, bids were received and opened for the Idaho Falls Fire Station #6 project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate construction of a new fire station located at 2767 Spitfire Street.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☒

This project supports the community-oriented result of safe and secure community and reliable public infrastructure by investing in construction of a new fire station in the northeast portion of Idaho Falls.

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

Fiscal Impact
Funds for this project have been budgeted by the Fire Department and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review
The Legal Department reviewed the bid process and concurred that the desired Council action is compliant with the

Idaho State Code.

2-38-09-2-OTH-2024-24
2024-058

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IDAHO FALLS FIRE STATION NO. 6

PROJECT ADDRESS: 2767 SPITFIRE ST., IDAHO FALLS, ID, 83401

DESIGN TEAM:

ARCHITECT:
KEITH KENNEDY ARCHITECTURE, PLLC.
POINT OF CONTACT:
NATHAN KENNEDY
381 SHOUP AVE. SUITE 215
IDAHO FALLS, ID, 83402
208-522-4151 (OFFICE)
208-569-9672 (CELL)

CIVIL ENGINEER:
IDAHO FALLS PUBLIC WORKS
POINT OF CONTACT:
BRIAN CUNNINGHAM
380 CONSTITUTION WAY.
IDAHO FALLS, ID 83402
208-612-8263

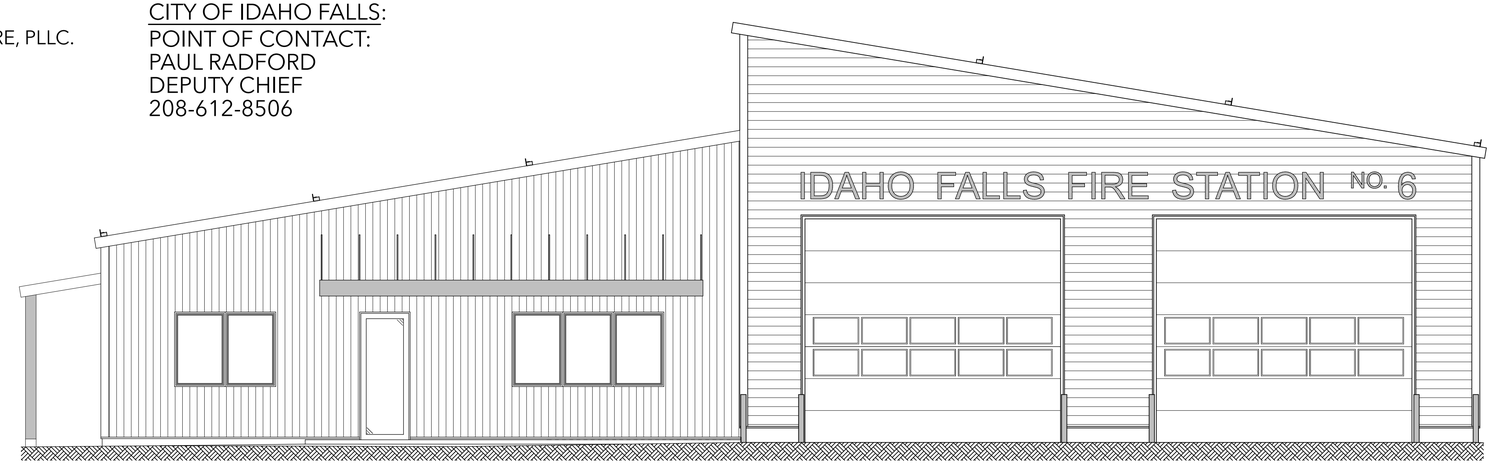
STRUCTURAL ENGINEER
KORE 4
POINT OF CONTACT:
CODY BRIAN
2295 N. YELLOWSTONE HWY
SUITE 6
IDAHO FALLS, ID 83401
208-360-6389 (CELL)

MECHANICAL ENGINEER
XL ENGINEERING
POINT OF CONTACT:
JOHN GODAK
208-339-4907

ELECTRICAL ENGINEER
XL ENGINEERING
POINT OF CONTACT:
MARK OWENS
208-709-3111

OWNER:

CITY OF IDAHO FALLS:
POINT OF CONTACT:
PAUL RADFORD
DEPUTY CHIEF
208-612-8506



2018 IBC REVIEW

I. OCCUPANCY CLASSIFICATION (CHAPTER 3):
- A. GROUP R-2 - AND- GROUP S-2

II. AREA , BUILDING: (SECTION 502.1)
- A. GROUP R-2 AREA: 3,141 SQ. FT.
  GROUP S-2 AREA: 4,143 SQ. FT.

III. HEIGHT LIMITATIONS (TABLE 504.3):
- A. GROUP R-2 (SPRINKLED), TYPE II-B PERMITS A HEIGHT OF 75 FT. ABOVE GRADE
- B. GROUP R-2 OCCUPANCY IS SINGLE-STORY, SPRINKLED AND THE HEIGHT ABOVE GRADE IS 20'-6"
- C. GROUP S-2 (NON-SPRINKLED), TYPE II-B PERMITS A HEIGHT OF 55 FT. ABOVE GRADE
- D. GROUP S-2 OCCUPANCY IS SINGLE-STORY AND THE HEIGHT ABOVE GRADE IS 27'-6"

IV. AREA LIMITATIONS (TABLE 506.2):
- A. A FIRE SPRINKLED GROUP R-2 OCCUPANCY, TYPE IB BUILDING PERMITS 64,000 SQ. FT.
- B. GROUP R-2 IS 3,141 SQ.FT.
- C. A SPRINKLED GROUP S-2 OCCUPANCY, TYPE-II BUILDING PERMITS 117,000 SQ.FT.
- D. GROUP S-2 IS 4,143 SQ. FT.

V. SEPARATION OF OCCUPANCIES (TABLE 508.4)
- A. A 1-HOUR FIRE SEPARATION IS REQUIRED WHERE A SPRINKLER SYSTEM IS EQUIPPED THROUGHOUT.
- B. THE REQUIRED 1-HOUR FIRE SEPARATION SHALL BE INSTALLED BETWEEN OCCUPANCIES

VI. CONSTRUCTION TYPE (TABLE 601)
- A. TYPE II-B
- B. BUILDING SHALL BE SLAB ON GRADE, EXTERIOR SHALL BE STEEL FRAME CONSTRUCTION W/ STEEL STUD INTERIOR WALLS, WHICH MEETS THE REQUIREMENTS FOR TYPE-II B CONSTRUCTION

VII. FIRE SEPERATION DISTANCE (TABLE 602)
- A. FIRE SEPARATION DISTANCE IS $\geq$ 10 BUT $<$ 30
- B. FIRE RESISTANCE RATING FOR A R-2 AND S-2, TYPE II-B IS ZERO (0) HOURS.

VIII. AUTOMATIC SPRINKLER SYSTEM (SECTION 903.2.8 AND 903.2.10)
- A. AN AUTOMATIC SPRINKLER SYSTEM IS REQUIRED IN ALL GROUP-R OCCUPANCIES
- B. A NFPA-13R AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED THROUGHOUT THE GROUP R-2 OCCUPANCY
- C. AN AUTOMATIC SPRINKLER SYSTEM IS NOT REQUIRED IN A S-2 OCCUPANCY WHERE THE FIRE AREA IS LESS THAN 12,000 SQ. FT. OR WHERE THE S-2 OCCUPANCY IS NOT LOCATED BENEATH OTHER OCCUPANCY GROUPS
- D. THE S-2 OCCUPANCY IS LESS THAN 12,000 SQ. FT. AND IS NOT LOCATED BENEATH ANY OTHER OCCUPANCIES, HOWEVER, A NFPD-13R AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED.

IX. PORTABLE FIRE EXTINGUISHERS (SECTION 906.3.1 AND TABLE 906.3(1))
- A. CLASS A PORTABLE FIRE EXTINGUISHERS ARE REQUIRED TO BE INSTALLED IN ACCORDANCE WITH TABLE 906.3(1)
- B. (3) 2-A FIRE RATED EXTINGUISHERS SHALL BE INSTALLED WITHIN 75 FEET OF TRAVEL DISTANCE FROM ANY POINT IN THE BUILDING
  (SEE FLOOR PLAN SHEET A1.1 FOR LOCATIONS)

X. OCCUPANT LOAD (TABLE 1004.1.1):
1. RESIDENTIAL AREA:
   3,141 SQ. FT. / 200 GROSS = 16 OCCUPANTS
2. TRUCK BAY:
   3,924 SQ. FT. / 200 GROSS = 20 OCCUPANTS
3. MECHANICAL / SPRINKLER RISER ROOM AND UTILITY AREA:
   210 SQ. FT. / 300 GROSS = 1 OCCUPANT
4. TOTAL BUILDING OCCUPANTS = 27 OCCUPANTS

XI. EGRESS SIZING, OTHER EGRESS COMPONENTS (1005.3.2)
1. GROUP-R2 OCCUPANT LOAD: 16
   16 X 0.2 INCHES = 3.2 INCHES
   MINIMUM WIDTH PROVIDED: 36 INCHES
2. TRUCK BAY, MECHANICAL, UTILITY: 21
   21 X 0.2 INCHES = 4.2 INCHES
   MINIMUM WIDTH PROVIDED: 14 FEET

XII. NUMBER OF EXISTS AND EXIT ACCESS DOORWAYS
- A. SPRINKLED GROUP R-2 OCCUPANT LOAD IS LESS THAN 20 AND COMMON PATH OF EGRESS TRAVEL W/ SPRINKLER SYSTEM DOES NOT EXCEED 125 FT. (TABLE 1006.2.1)
  1. ONE EXIT ACCESS DOORWAY IS REQUIRED
  2. TWO EXIT ACCESS DOORWAYS PROVIDED
- B. THE SPRINKLED GROUP S-2 OCCUPANT LOAD IS LESS THAN 29 AND THE COMMON PATH OF EGRESS TRAVEL DOES NOT EXCEED 100 FT. (TABLE 1006.2.1)
  1. ONE EXIT ACCESS DOORWAY IS REQUIRED
  2. FOUR EXIT ACCESS DOORWAYS PROVIDED

XIII. ACCESSIBLE MEANS OF EGRESS (1009)
- A. ALL MEANS OF EGRESS SHALL BE ACCESSIBLE MEANS OF EGRESS

XIV. EXIT ACCESS TRAVEL DISTANCE (TABLE 1017.2)
- A. EXIT ACCESS TRAVEL DISTANCE DOES NOT EXCEED 250 FEET FOR A SPRINKLED R-2 OCCUPANCY
- B. EXIT ACCESS TRAVEL DISTANCE DOES NOT EXCEED 200 FEET FOR NON-SPRINKLED S-2 OCCUPANCY

XV. MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (TABLE 2902.1)
- A. WATER CLOSETS:
  1. R2 - 1/10, OCCUPANCY IS 16, 1 PER SEX = 2 TOTAL
     S2 - 1/100, OCCUPANCY IS 20, 1 PER SEX = 2 TOTAL
  2. 4 WC REQUIRED:
     MALE: 2 WC + 2 URINALS = 3 MALE WC
     UNISEX: 1 WC
     TOTAL WC PROVIDED: 4
- B: LAVATORIES:
  1. R2 - 1/10, OCCUPANCY IS 16, 1 PER SEX = 2 TOTAL
     S2 - 1/100, OCCUPANCY IS 20, 1 PER SEX = 2 TOTAL
  2. 4 LAVATORIES REQUIRED:
     MALE: 2
     UNISEX: 1
     TOTAL PROVIDED: 3
- C: BATHTUBS / SHOWERS:
  1. R2 - 1/8, OCCUPANCY IS 16, 1 PER SEX = 2
     S2 - NOT REQUIRED
  2. 2 SHOWERS REQUIRED:
     MALE: 2
     UNISEX: 1
     TOTAL PROVIDED: 3
- D. DRINKING FOUNTAINS:
  1. R2 - 1/100, OCCUPANCY IS 16, 1 REQUIRED
  2. 1 DRINKING FOUNTAIN REQUIRED
     TOTAL PROVIDED: 1
- E. SERVICE SINK: 1
- F. 2902.1.1 FIXTURE CALCULATIONS:
  EXCEPTION - APPROVED STATISTICAL DATA.
  NO FEMALE FIREMEN ARE CURRENTLY EMPLOYED AND WOULD HAVE TO WORK UP THE RANKS OVER SEVERAL YEARS TO BE ALLOWED TO BE EMPLOYED AS OVERNIGHT EMPLOYEES.
  THEREFORE, EQUAL FIXTURES ARE NOT INSTALLED.

Registered Architect No. AR-878
09-24-24
KEITH T. KENNEDY
State of Idaho

DRAWING INDEX

GENERL:
G0.0 ---------- COVER SHEET
CODE ANALYSIS
DRAWING INDEX

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A1.0 ---------- FOUNDATION PLAN
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STRUCTURAL:
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PLUMBING:
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ELECTRICAL:
E00 ---------- ELECTRICAL SYMBOLS AND ABBREVIATIONS
E01 ---------- RISER AND DETAILS
E02 ---------- LIGHTING AND PANEL SCHEDULES
E03 ---------- ENERGY COMPLIANCE FORMS
E11 ---------- LIGHTING PLAN LEVEL 1
E21 ---------- POWER PLAN LEVEL 1
E31 ---------- MECHANICAL POWER PLAN LEVEL 1

KEITH KENNEDY ARCHITECTURE, PLLC
ARCHITECTURE · PLANNING · INTERIOR DESIGN
IDAHO FALLS, IDAHO WWW.KENNEDYARCHITECT.COM TELEPHONE: 208-522-4151

DATE 10/17/24
DR. BY
JOB NO.

IDAHO FALLS FIRE DEPARTMENT
FIRE STATION 6
IDAHO FALLS, IDAHO

SHEET
G0.0
OF

City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: Fire Station #6 ***Number: 2-38-09-2-OT***

Submitted: ***Date: 11/18/2024***

Description	Estimated Quantity	Unit	Engineer's Estimate		Big D Construction		Head Waters Construction		Off on Bid: Ormond Builders Inc		Petersen Brothers Constructtiton		Alpine Construction Management		Construction Solutions Company LLC		Off on Bid: Pacific West Construction	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Base Bid	**1**	**LS**	**3413600**	**3413600**	**$2,636,672.00**	**$2,636,672.00**	**$2,668,846.00**	**$2,668,846.00**	**$2,704,892.00**	**$2,704,892.00**	**$2,945,000.00**	**$2,945,000.00**	**$3,024,882.00**	**$3,024,882.00**	**$3,114,788.00**	**$3,114,788.00**	**$3,934,410.00**	**$3,934,410.00**
Alterenate #1	1	LS			($13,554.00)	-$13,554.00	($12,945.00)	($12,945.00)	($46,178.00)	($46,178.00)	($21,840.00)	($21,840.00)	($12,945.00)	($12,945.00)		$0.00	($42,000.00)	($42,000.00)
Alternate #2	1	LS			($3,964.00)	-$3,964.00	($3,786.00)	($3,786.00)	($3,881.00)	($3,881.00)	($1,250.00)	($1,250.00)	($3,786.00)	($3,786.00)		$0.00	($4,320.00)	($4,320.00)
Grand Total	**1**	**LS**	**3413600**	**3413600**		**2,619,154.00**		**$2,652,115.00**		**$2,654,833.00**		**$2,921,910.00**		**$3,008,151.00**		**$3,114,788.00**		**$3,888,090.00**
									Rrepresented	$2,654,792.00							reported	$3,896,730.00
									Difference	$41.00							Difference	-$8,640.00

Memorandum

File #: 24-405 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, November 13, 2024
DEPARTMENT: Municipal Services

Subject
Sale of Used Law Enforcement Vehicles to Idaho State University, Law Enforcement Program

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the sale and/or transfer of three used law enforcement vehicles to Idaho State University and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Law enforcement units 5757, 5778, and 5795 are recommended for replacement. Units 5778 and 5757 are 2014 Ford Explorers valued at $2,500 each. Unit 5795 is a 2016 Dodge Charger valued at $2,500. Idaho State University approached the city about purchasing and/or transferring the three units in support of its law enforcement program. The sale and/or transfer will result in savings for the department by not having to pay to have the law enforcement equipment removed for public surplus.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The sale and/or transfer of the law enforcement units supports the good governance community-oriented result by prioritizing city surplus property to another public entity.

Interdepartmental Coordination
The Police Department concurs with the recommendation to sell and/or transfer the vehicles to Idaho State University to support its law enforcement program.

Fiscal Impact
The proceeds from the sale of the units will be deposited in the Police Department Municipal Equipment Replacement

Fund.

Legal Review
The Legal Department concurs that the desired Council action is within State Statute §67-2322 and Resolution 2015-01.

RESOLUTION NO. 2015-01

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the delegation of responsibility to declare property "surplus" and to designate the manner and conditions of disposal is most efficiently done by delegating such authority to City staff, principally to the Property Manager; and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure.

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

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Division Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.

b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.

c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.

d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.

e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.

2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:

   a. general identification and description of the personal property;

   b. approximate value of the property;

   c. City Property Number, and

   d. manufacturer, model, and serial number of the property.

   The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Division, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.

2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.

b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.

c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.

d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.

e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

a. Weapons.

i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (*e.g.* taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.

ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

weapon, as that word is commonly understood. When making such a determination, the Property Manager is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.

2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

c. Library Materials.

i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Division Director, such material may be exchanged by the

Division for its approximate value pursuant to the Division's internal recycling/exchange process.

D. The Property Manager shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.

E. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 8th day of January, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Rosemarie Anderson, City Clerk

(SEAL)

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, 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, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

CITY OF IDAHO FALLS CORPORATE Seal BONNEVILLE COUNTY, IDAHO

Rosemarie Anderson

Rosemarie Anderson, City Clerk

Memorandum

File #: 24-410 **City Council Meeting**

FROM: Michael Kirkham, City Attorney
DATE: Tuesday, November 19, 2024
DEPARTMENT: City Attorney

Subject
Amendment to Joint Fuel Facility Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Amendment to the Joint Fuel Facility Agreement

Description, Background Information & Purpose
In 2010, the City of Idaho Falls and Bonneville County entered into an agreement to construct and operate a fuel facility. The fuel facility stores and dispenses automotive fuel used to operate the City's and County's vehicle fleets. The original agreement set the conditions, procedures, and a thirty-year term for the operation of the fuel facility.

Earlier this year, County officials and staff began discussions with City staff on both management of the facility and to explore the possibility of expanding the capacity of the fuel facility. In the 2024/2025 budget, Council designated funds for the possibility of a joint capital improvement expansion.

This Amendment to the Joint Fuel Agreement contains the following significant modifications to the agreement:

- Agreement that the parties will construct a canopy over the pumps at the facility in the 2024/2025 budget year. The parties agree to share the construction costs. The City will manage the construction.
- Agreement that the parties will construct an expansion of the fuel tanks (20,000 gallons of additional unleaded gasoline and 40,000 gallons of additional Diesel #2). This provision includes a contingency that adequate public funding be available. In the event that neither the City or County can appropriate the necessary funds, the tank expansion project can be delayed or ended.
- Establishes that the parties will maintain reserve fuel at the facility equal to one-half of the total capacity after the fuel tank expansion for emergency purposes. In addition, the new emergency reserve fuel paragraph defines "emergency" and details how the facility will be managed in the event of an emergency.
- Establishes an official point of contact and procedures for the City and County to regularly communicate about the facility.
- Extends the term of the Agreement for an additional 15 years. The Agreement will now end in 2055. Upon the expiration of the initial term, the agreement will automatically renew for another 15 years unless notice is given by either party that they wish to allow the Agreement to expire.

The Amendment slightly modifies:

- The existing operation and management process. Currently, the City is the "managing entity" of the facility and will remain the managing entity. In the event the City elects to increase the management fee (currently six cents ($0.06) a gallon), the County will have the option to accept the fee, propose an alternate fee, or assume management of the facility. Currently, the County only has the option to accept the increase or assume

management. The changes also clarify the parties' expectations for transition to a new managing entity.
- The agreement has also been amended to address inconsistent language and make other small clarifications.

All other aspects of the Agreement will remain the same.

Alignment with City & Department Planning Objectives



☒ ☒ ☐ ☐ ☐ ☐ ☐ ☐

Click or tap here to enter text.

Interdepartmental Coordination
Municipal Services coordinated with the Legal Department and Mayor's Office on this matter.

Fiscal Impact
The canopy improvement will cost the City approximately $160,000 for the budget year 2024/2025. These funds have been allocated as part of the 2024/2025 budget. The estimated cost for the City's portion for the fuel tank expansion is approximately $337,500. Consideration of this proposed expenditure will part of the 2025/2026 budget process.

Legal Review
The Legal Department prepared the proposed amendment.

AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT

THIS AMENDMENT TO THE JOINT FUEL FACILITY AGREEMENT (hereinafter "Amendment") is entered into this day 23rd of October, 2024, by and between Bonneville County, a political subdivision of the State of Idaho, whose address is 650 N. Capital Ave., Idaho Falls, ID, 83404, (hereinafter "County") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "City").

WHEREAS, on July 23, 2010, County and City entered into a Joint Fuel Facility Agreement (hereinafter "Agreement") to jointly design, construct, and operate the facility; and

WHEREAS, the term of the Agreement was for a period of thirty (30) years; and

WHEREAS, the County and City desire to make certain capital improvements, extend the term of the Agreement and make other changes to clarify the Agreement and improve the working relationship between the parties regarding the management of the facility.

THEREFORE, in consideration of the mutual promises below, County and City agree to amend and replace the Agreement in its entirety to read as follows:

1.0 Design and Construction of Fuel Facility.

1.1 The parties agree to jointly design and construct the Facility and to equally share all design, construction management and construction costs including, but not limited to all engineering fees, consultant fees, field tests, inspections, permit fees, administrative fees, utilities, insurance, accounting expense, publication costs, legal expense and all other fees, costs, expenses or liabilities of every kind and nature directly related to or arising out of the design and construction of the Facility. The City and County agree to retain services of Mountain River Engineering to provide such design services and construction management services, including all necessary site work, geo-technical testing, surveying and field work necessary to determine the suitability of the site for the parties' intended purposes, and the parties agree to equally share the costs of such engineering services. The City shall obtain a proposal from Mountain River Engineering (hereinafter referred to as the "Project Engineer") to provide such services and the parties agree to mutually execute an engineering services retainer agreement with Mountain River Engineering in such form as may be acceptable to the parties and their legal counsel. The parties agree to mutually cooperate in the development of such design and the design specifications therefore by the Project Engineer.

1.2 Upon completion of the design drawings and specifications, each of the parties shall approve the design drawings and specifications in writing and shall thereafter instruct the Project Engineer to prepare an estimate of the construction costs of the Facility. Prior to soliciting bids for construction of the Project, each of the parties shall approve the preliminary construction estimate, and if necessary make adjustments to the design

parameters of the Project in order to accommodate the parties' respective budgetary constraints.

1.3 Upon approval of the preliminary construction estimate, the City and County shall authorize the Project Engineer to prepare, assemble and publish all bidding documents necessary to comply with the Idaho Public Bidding Statute and shall move forward with the solicitation of bids in accordance with such public bidding statute. Such bid solicitation shall be in the joint names of the City and County, using the City standard bidding documents and processes, with necessary modifications in order to accommodate the particular needs of the Project. The City shall, without cost or charge to the County, coordinate with the Project Engineer in the administration of the bid solicitation process, including review by the City Attorney.

1.4 Within a reasonable time after the opening of the bids, the City shall, in consultation with the Project Engineer, review and evaluate the bids and make a recommendation to the City Council and the Board of County Commissioners with respect to the lowest responsible bidder. Prior to the award of the construction contract, the City Council and the Board of County Commissioners shall review and authorize the award of the bid. The City shall also ensure that the successful bidder delivers payment and performance bonds as required by the contract documents as required by state law.

1.5 The City shall, without charge or expense to the County, make all disbursements related to the construction of the Project, including payments to or for contractors, utility companies, permit fees, licenses other costs or charges directly associated with the construction or and for the benefit of the Project. Prior to payment of any invoice, billing statement or progress payment, the City shall deliver a copy of such billing, statement or request to the County Engineer and shall obtain his approval thereof. After receiving such approval the City may, at tits sole discretion advance the County's one-half (1/2) share of such expenses and in such event, shall submit an invoice to the County for any amounts so advanced at such time as it deems appropriate. Alternatively, the City may forward a copy of any invoice, billing statement or request for progress payments received on account of the Project to the County and the County shall forthwith remit payment of its one-half (1/2) share therefore on or before the due date for such billing invoice, Such payment shall be remitted to the City who shall then disburse such payment to the contractor or supplier. The City shall keep good, complete and accurate records concerning such costs and disbursements, including any progress payments made to the general contractor on account of the Project and shall make such records available for inspection, upon request by the County, at all times during normal business hours of the City.

1.6 The City shall have authority to approve and authorize change orders, without prior approval by the County, provided any one change order does not exceed the sum of $5,000.00 not in the aggregate more than 10 percent (10%) of the original contract price.

1.7 The City shall, without cost or charge to the County, coordinate with the Project Engineer with respect to the management of the Project, and with respect to the

resolution, adjustment and settlement of any and all construction claims arising during the course of the construction or thereafter, provided in no event shall the City have any obligation to provide legal services or defense costs associated with such claims, it being the intent of the parties that such defense costs be shared equally between the parties. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to jointly represent the interests of the parties and to share equally in the payment of such legal costs, regardless of the basis of the claim or who is asserted to be at fault.

1.8 Prior to or concurrently with the award of the construction contract, the City shall purchase a builder's risk policy of insurance insuring the building structure and site from property loss during the construction period and until acceptance of the Project by the parties. The parties further agree to share equally in the payment of any and all claims arising during the course of such construction that are not otherwise covered or insured by the parties respective insurers, including but not limited to claims for any act or omission of any agent, officer, employee or contractor of the City, provided in no event shall the County have any obligation to share in the payment of any claim for any willful or grossly negligent action on the part of the City or is officer, agents, or employees.

1.9 The City agrees that all governmental permits and license fees that would normally be charged or accessed by the City with respect to the Project shall be waived and shall not be charged against the Project.

1.10 The City Engineer and the County Engineer shall ensure that Mountain River provides appropriate inspections of the progress of the Project work in order to ensure the work is properly performed in accordance with the contract design and specifications. Prior to and as a condition for the acceptance of the work, Mountain River shall inspect the work and issue a certification to the City and the County, certifying that to its best knowledge and belief, after due and diligent inspection, the work complies with the contract specifications and design drawings. The City and County shall also see that Mountain River provides detailed "as built" drawings reflecting the work as constructed. Upon receipt of such certifications, the City Engineer and County Engineer shall accept the work, jointly issue a written notice of such acceptance to the general contractor and upon issuance of such acceptance, the City shall thereafter assume the control and management of the Facility, subject to the terms and conditions of this Agreement.

2.0 Premises.

2.1 The City agrees to make the Land available for the construction, operation and management of the Facility, without cost or charge to the County, subject to the terms, conditions and covenants of this Agreement. The City reserves the right to occupy, use and control the use of the Land and use the same for other public purposes, provided such use, occupancy and control does not otherwise impair or impede the operation or maintenance of the Fuel Facility contemplated hereunder.

3.0 Property Damage and Liability Insurance.

3.1 Prior to the acceptance of the Project by the City, the City shall procure a policy of property damage insurance insuring the Facility and the parties' respective interests therein for the full insurable value thereof and shall thereafter maintain such insurance throughout the term of the Agreement. The City shall also procure and obtain for the benefit of the parties a policy of commercial liability insurance in an amount not less than the amount required by the Idaho Tort Claims Act, or such other amount as may be mutually determined by the parties. The terms, conditions and covenants of such policies shall be determined at the sole discretion of the City. The parties agree to equally share and pay the annual premiums for such insurance policies. Upon receipt of the billing for such premiums, the City shall forthwith forward a copy thereof to the County and the County shall remit payment of its one-half share thereof within fifteen days after the deliver of such invoice.
The City at its sole option advance payment of the County's one-half share thereof and invoice the County for such one-half share.

4.0 Operation and Management of Fuel Facility.

4.1 Commencing upon the acceptance of the Facility from the general contractor, and subject to the provisions of sub-section 4.3 hereof, the City shall operate and manage the Facility in a responsible and prudent manner for the mutual benefit of the parties. Such management services shall be compromised of the following services:

i. Bidding and administrative services associated with the procurement of all necessary fuel supplies for both parties, including selection of appropriate suppliers.
ii. Employing and supervising all personnel necessary to operate the Facility on a daily basis, as may be determined by the City in its sole discretion.
iii. Provide minor repairs of equipment, facilities and equipment, provided all costs for parts, equipment, outside repair work or other out-of-pocket costs shall be equally shared by the parties.
iv. Maintenance of all grounds, clean-up of debris and snow removal.
v. Providing of all utilities for lighting, sewer, water and sanitary refuse services for the Facility.
vi. Accounting and bookkeeping services associated with the operation of the fuel facility and disbursement and payment of invoices and billings for fuel purchases.
vii. Reading of meters indicating the amount of consumption by each of the respective parties and delivery of billings to the non-managing party for fuel supplies and other costs provided hereunder.
viii. Payments of all salaries, employee benefits and workers compensation insurance coverages associated with employees working on the premises.

4.2 In consideration of the delivery of such management services, the County agrees to pay the sum of six cents ($0.06) per gallon of fuel dispensed to the County vehicle

fleet during the period of time commencing upon acceptance of the Facility by the City and continuing to and until September 30, 2011. After such date, the management fee shall be in such amount as may be determined in accordance with section 4.3 hereof. Such fee shall be due and payable concurrently with the due date for payment by the County for its share of fuel supplies dispensed to County vehicles in accordance with section 4.5 hereof.

4.3 Changes to Management Fee: The entity managing the facility (hereinafter referred to as the "Managing Entity") shall have the right to adjust such management fee on an annual basis by delivering written notice to Non-Managing Entity of the per gallon amount of such management fee for the next succeeding fiscal year. For the purposes of this Agreement, the term "fiscal year" shall mean the period from October 1 to September 30 of the following calendar year. Said written notice shall include a list of costs substantiating the proposed recommendation. Such notice shall be delivered to the Non-Managing Entity on or before May 15 of the current fiscal year. On or before June 15, the Non-Managing Entity shall give notice to the Managing Entity of the Non-Managing Entity's intent to either:

4.3.1 Accept such proposed management fee with the same taking effect the next succeeding fiscal year;

4.3.2 Propose an alternate itemized management fee to the Managing Entity for adoption by the Managing Entity; or

4.3.3 Assume management of the Facility for the next succeeding fiscal year of the parties and to accept as payment for such management service the amount of the management fee proposed by the Managing Entity;

Changes in management shall be performed in good faith and with mutual cooperation. The outgoing managing entity shall provide to the incoming managing entity access to all tools and resources necessary to manage the facility in the same manner that the outgoing entity managed the facility including, but not limited to, the most current software used to track the usage of fuel. In addition, the transition shall include the exchange and access to all electronic management records in their native electronic format and all financial records.

In the event the Non-Managing Entity fails to give such written notice of acceptance or rejection, then such proposed management fee shall become effective automatically on October 30 of the next succeeding fiscal year. In the event the Non-Managing Entity elects to assume operation and management of the facility, then in such event it shall assume the operation and control of the Facility effective October 1 of the successive fiscal year, and shall thereafter provide the services referenced in sub-section 4.1 hereof in consideration of the City's payment of such management fee. The operation and management of the Facility shall continue thereafter on a year-to-year basis in like manner, with the Managing Entity giving timely notice of the proposed fee, and the Non-Managing Entity timely exercising

its option to accept such fee for the next succeeding fiscal year or otherwise assume operation and control of the Facility, in consideration of the other party's payment of the management fee proposed by the Managing Entity.

4.4 Prior to the initial commencement of the operation of the Facility, the City shall order fuel sufficient to fill all of the tanks located at the Facility to capacity and the County shall forthwith remit payment for one-half of the costs incurred therefor.

4.5 During each fiscal year of the term hereof, the Managing Entity shall purchase, solicit bids for and acquire replacement fuel supplies for storage and dispensing at the Facility and shall purchase such fuel without involvement in or approval by the non-Managing Entity. All fuel dispensed from the Facility after commencement of operations shall be separately metered and tracked in order to determine the amount of fuel dispensed to the parties' respective vehicular fleet during the period of time between the last meter reading and the meter reading conducted immediately prior to or concurrently with the refilling of the tanks. The price billed to the non-Managing Entity for such replacement fuel shall be in an amount equal to the price per gallon at which the particular kind of grade of replacement fuel was purchased by the Managing Entity. Upon receipt of any billing for replacement fuel, the Managing Entity many i) submit a copy of the billing to the Non-Managing Entity together with a voucher requesting payment of the Non-Managing Entity's share thereof, or ii) advance payment of the Non-Managing Entity's share for the replacement fuel and submit a voucher to the Non-Managing Entity, requesting payment of the Non-Managing Entity's share thereof.

4.6 All operations at the Facility shall be conducted in a lawful manner in accordance with all applicable Federal, State and local laws and regulations.

4.7 Communication: Each party shall designate, from time to time, a designated representative to coordinate and communicate regarding the fuel facility ("Coordination Meeting"). The designated representatives shall conduct Coordination Meetings on at least a quarterly basis, but may meet more regularly as mutually agreed by the designated representatives. The Managing Entity's representative shall initiate scheduling for all Coordination Meetings. Coordination Meetings may be conducted in person, telephonically, or through other remote means at the convenience and mutual agreement of both designated representatives.

In the event that the Managing Entity's representative fails to schedule or attend a Coordination Meeting, the other party's representative may notice a Coordination Meeting with the Managing Entity's representative. Such notice shall state the Managing Entity's failure to schedule or attend a Coordination Meeting, the time and place for a new meeting, and such notice shall also be provided to both Parties' legal counsel and governing board members.

The initial designated representatives shall be as follows:

City's representative:	County's Representative:
[Name, Title]	Public Works Director
[Address]	605 N capital Idaho Falls ID 83401
[Phone Number]	208 529 1290
[E-mail]	lbates@BonnevilleCountyIdaho.gov

Either party may appoint a new person as its designated representative by providing the other party with thirty (30) days' written notice.

4.8 Reserve Fuel. After the construction of the Tank Expansion (described below in Section 5.3.2), the Managing Entity shall ensure that reserve fuel is maintained in the facility in the case of an emergency as detailed in this section.

The anticipated total capacity after the Tank Expansion is expected to be 121,000 total gallons, broken down as follows:

- 6,000 gallons Diesel #1
- 80,000 gallons Diesel #2
- 35,000 gallons Unleaded Gasoline

Upon the competition of the Tank Expansion, the Managing Entity shall ensure that one-half of the total capacity for Diesel #2 and Unleaded Gasoline stored at the facility is held in reserve in the case of an emergency. The anticipated amount of Diesel #2 to be held in reserve is 40,000 gallons. The anticipated amount of Unleaded Gasoline to be held in reserve is 17,500 gallons. For the absence of all doubt, the parties do not intend to hold any portion of Diesel #1 in reserve.

4.8.1 Reserve Fuel Reporting. The Managing Entity shall provide a monthly report of the fuel levels to verify emergency fuel remains available at the facility to the other party's designated representative. Such report shall document the lowest amount of Diesel #2 and Unleaded Gasoline that was available at the facility during the reporting month. In addition, the monthly report shall highlight any event during the reporting month in which the total amount of Diesel #2 available was less than 40,000 gallons and/or the total amount of Unleaded Gasoline available was less than 17,500 gallons. In the event that either the amount of Diesel #2 or Unleaded Gasoline falls below its respective reserve level more than once during a calendar month, the parties' designated representatives will meet to discuss the event and provide a written briefing to be submitted to each party's governing board.

4.8.2 Emergency Management of Facility. An "emergency" under this Agreement shall occur whenever a disaster or emergency is declared by the President of the United States, the Governor of the State of Idaho, the Chairman of the Bonneville County Commissioners, or the Mayor of Idaho Falls, according to their respective constitutional and statutory authority, that that directly affects any portion of the people or lands located within the geographic limits of Bonneville County. In the event an emergency

occurs, the management of the facility shall be coordinated by the County Emergency Management Services Director, pursuant to the Bonneville County Emergency Operations Plan. The Managing Entity shall cooperate with the County Emergency Management Services Director in all respects during an emergency. Upon the expiration or declared end of the emergency, the management of the facility shall return to sole supervision

5.0 Repairs and Capital Expenditures.

5.1 Except as otherwise provided in section 4.0 hereof, all operational expenses, repairs, maintenance expenses, utility charges, non-fuel supplies, insurance coverages and capital expenditures arising directly from or necessitated by the prudent and responsible operation of the Facility shall be shared equally by the parties, regardless of the amount of fuel dispensed from the Facility to each of the parties. Subject to the provisions of section 5.2 below, the Managing Entity shall promptly pay such expenses and submit a billing statement or invoice therefore to the Non-Managing Entity for its one-half share thereof. Such statements or invoices shall be submitted at such times or intervals as may be determined by the Managing Entity.

5.2 In the event it becomes necessary to incur any operations or repair expense or to make any capital expenditure, the amount of which is reasonably estimated to exceed five thousand dollars ($5,000.00), such expense or expenditure shall not be made or incurred by the Managing Entity without prior approval of the governing board of the Non-Managing Entity.

5.3 Canopy and Fuel Tank Expansion – The parties agree to the following capital expenditures to improve and expand the Facility.

5.3.1 Canopy – During the 2024/2025 fiscal year, the Parties shall jointly design and construct a canopy over the fuel dispensers and pumps ("Canopy Improvement"). The Canopy Improvement shall consist of a four (4) post design. The Parties shall equally bear the design and construction costs of the Canopy Improvement.

City shall coordinate the management of the Canopy Improvement, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Canopy Improvement, both City and County's governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County's prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Canopy Improvement from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

5.3.2 Fuel Tank Expansion. During the 2025/2026 fiscal year, the parties shall jointly design and construct an expansion of the fuel tanks at the Facility ("Tank Expansion").

The current capacity of the facility is 61,000 gallons broken down as follows:

- a 6,000-gallon Diesel #1 tank
- a 40,000-gallon Diesel #2 tank
- a 15,000-gallon Unleaded Gasoline tank

The Parties anticipate that the Tank Expansion shall include at least two (2) underground, 20,000-gallon double-wall fiberglass tanks for Diesel #2 and one (1) underground, 20,000-gallon double-wall fiberglass tanks for Unleaded Gasoline to the existing Facility. The additional tanks shall be manifolded into the existing fuel tank system. However, prior to commencing the Tank Expansion project, the Parties shall meet and confer to determine whether to increase the scope of the Tank Expansion. If the Parties agree to expand the scope of the Tank Expansion, such agreement shall be documented by a written agreement.

City shall coordinate the management of the Tank Expansion, including the selection and oversight of the design work, compliance with public bidding requirements, and construction, without cost to County. The parties agree that, as a condition of every contract or bid award for work associated with the Tank Expansion, both City and County's governing boards shall approve any such contract or bid award prior to the execution of the contract or bid award.

Once work commences, City shall forward any change orders for County's prompt review and approval. County shall not unreasonably withhold approval for any change order.

It is the intent of the parties that, in the event of a construction claim dispute arising out of the Tank Expansion from the parties' design professional or other contractors, the parties will equally bear the legal services or defense costs associated with resolving, settling, or litigating the construction claim, regardless of the basis of the claim or who is asserted to be at fault. In the event legal action is commenced on account of such claims, the parties agree to mutually select one law firm to represent the interests of the parties jointly.

The Parties to this Agreement acknowledge that Section 5.3.2 "Fuel Tank Expansion" is contingent on the availability of public funds. In the event that either County or City does not receive sufficient funds to fund the Tank Expansion or if City or County should not appropriate or otherwise make available funds sufficient to jointly construct the Tank Expansion, then either party may notify the other of its election to end or delay the Tank Expansion for the reason of insufficient public funds no later than August 1, 2025.

5.4 Fuel Dispenser Replacement and Upgrade Reimbursement. The Parties acknowledge that, in January 2024, the City made a capital expenditure to replace and upgrade the Facility's fuel dispenser. However, the capital expense was not approved by County's governing board, as is required by Section 5.2 of this Agreement. As a consequence, the Parties acknowledge and agree that County was not required to participate in the costs to replace and upgrade the fuel dispenser. Notwithstanding and in consideration to entice City to participate and agree to the Tank Expansion, County shall pay to City Forty-One Thousand Nine Hundred Twenty-Two Dollars and Fifty Cents ($41,922.50) to reimburse City one half of the cost of the fuel dispenser replacement and upgrade upon the completion of the Tank Expansion. In the event that Tank Expansion is not completed, for any reason, County shall not be obligated to reimburse City for the Fuel Dispenser Replacement.

6.0 Environmental Remediation: Uninsured Property Damage.

6.1 In the event of any accidental release of fuel into the ground water or surrounding environment or in the event of any issuance of an administrative order by anu state or federal agency having jurisdiction to order compliance with any state or federal environmental law, the parties agree to equally share in the costs or such remediation and/or cleanup, including the costs of defending against the issuance or enforcement of any administrative order by such state or federal agencies. In the event of such administrative order or judgement issued against the parties, the Managing Entity shall forthwith pay such order or judgement in a timely manner and shall undertake all efforts to avoid the imposition of any administrative fines, penalties or costs arising therefrom. The Managing Entity may thereafter submit a bill to the Non-Managing Entity for one-half of the amount thereof. In the event the Managing Entity determines to pursue any administrative appeal or other legal proceeding seeking to set aside such administrative order or appeal such order, then and in such event the parties shall equally share in the legal costs and expenses associated with such appeal.

6.2 In the event the Facility is damaged, destroyed or otherwise rendered inoperable by fire, flood, wind of *force majeure* or other cause of any kind which causes damage to the Facility that is not covered by property or casualty insurance, the parties agree to equally share in all costs necessary to restore the Facility to the condition it existed at the time of such loss or damage, including all clean-up costs and demolition costs necessary to remove the damaged facilities or equipment.

7.0 *Force Majeure.*

7.1 The Managing Entity's obligation to operate and manage the Facility shall be subject to the condition that operation of the Facility is not prevented by *force majeure,* war, riot, labor strike or slow-down, national emergency or fuel shortage or other condition beyond the control of the Managing Entity. In the event of any declaration of emergency by the Governor of the State or Idaho or by the President of the United States or the issuance of an order by the Governor or President, commandeering or taking the fuel stored at the Facility, then and in such event, the Managing Entity shall immediately and forthwith determine the amount of fuel remaining in the fuel storage tanks upon the premises and shall forthwith provide to the Non-Managing Entity a report of the amount of fuel stored at the Facility. Upon the issuance of such order or declaration of emergency the Managing Entity shall thereupon immediately cease delivery of fuel to any of the fleets owned by the respective parties and shall not thereafter dispense fuel until delivery of such report to the Non-Managing Entity, The parties further agree that upon such declaration by either party, each of them shall thereafter be deemed to own one-half of the total capacity of the fuel tanks on the premises less the amount of fuel dispensed to each entity since the date the fuel tanks were last filled to capacity, Once delivery of fuel is recommended and as long as such state or federal emergency order or declaration shall remain in effect, the Managing Entity shall ensure that the fuel remaining in the storage tanks shall be dispensed to the respective fleets of the parties in an aggregate amount no greater than the amount of their respective entitlement thereto as the same existed on the date and declaration of emergency or order was made.

8.0 Term. The term of this Agreement shall expire on October 1, 2055, unless renewed in accordance with section 8.1 or sooner terminated in accordance with the sections 9.0 or 10.0 hereof.

8.1 Automatic Renewal. Upon the expiration of the term or any renewal term, this Agreement shall automatically renew for an additional fifteen (15) year term upon the same terms and conditions contained herein, unless either Party provides written notice to the other one (1) fiscal year prior to such expiration of that party's election to not renew the Agreement and to permit the Agreement to expire rather than automatically renew.

8.2 Wrap-Up Procedures - Upon expiration of this Agreement, the Managing Entity shall cause the meters to be read as of 12:00 pm on the date of expiration (the "termination reading") and all fuel deliveries to the County shall cease thereafter. In the event, the County has received an amount of fuel greater than one-half of the full capacity of the tank or tanks at the Facility (the amount of such excess being hereafter referred to as the "excess consumption") since the date the Facility fuel tanks were last filled to capacity, the County shall then forthwith pay the City for the value of such excess consumption, based upon the price of fuel in effect at the last time fuel was purchased for storage at the Facility. In the event the County has since such date received fuel in an amount less than one-half of the full capacity of

the tank or tanks at the Facility (such deficit hereafter being referred to as the "deficit consumption"), then the City shall forthwith pay the County for the value of such deficit consumption, based upon the price of fuel in effect at the time fuel was last purchased for storage at the Facility. Upon payment by the City of such value, all remaining fuel stored at the Facility shall be deemed owned by the City. All such termination payments shall be immediately due and payable as of the date of termination.

Upon the expiration of the term, or upon termination in accordance with sections 9.0 or 10.0 hereof the City may elect one of the following options:

8.2.1 Removal of Fuel Facility – City may remove the fuel storage tanks from the Land and undertake any environmental remediation of the site as required by state or federal law and may undertake other reasonable and necessary actions as necessary to restore the Land to the same condition in which it existed prior to the commencement of this Agreement. In the event the City elects to exercise the removal option, it shall forthwith notify the County in writing of its election to remove the facility. Upon delivery of such notification, the City may forthwith proceed to accomplish such remediation and restoration work and upon completion thereof shall submit a billing statement to the County for one-half of the reasonable and necessary costs of undertaking such removal and remediation work. Such amount shall be due and payable within thirty (30) days after the delivery of such written billing statement.

8.2.2 Continued Operation. In the event the City declines to exercise such option, it shall similarly give written notice to the County of its decision, and in such event, the County shall thereafter be released from any further obligation to participate in the environmental remediation or cleanup costs thereof. Upon the termination of this Agreement, all rights of the County to beneficial use of the Facility and the Land shall cease.

9.0 Termination for Convenience.

9.1 Either party may terminate this Agreement for convenience by delivering written notice to the other of its intent to terminate this Agreement, and in such event the Agreement shall then terminate at the expiration of the second full fiscal year of the parties following delivery of such notice. All rights of the County to receive fuel from the Facility shall cease upon the termination of this Agreement.

9.2 In the event either party exercises such termination right and the City does not exercise its option under section 8.2 hereof, they shall, within thirty (30) days after the date of such termination, select a mutually agreeable Idaho licensed appraiser for the purpose of determining the fair market value of the capital facilities constructed on the Land by the parties, including any fuel facilities or equipment constructed or installed upon the Land after commencement of initial operations of the Facility. Each of the parties shall be responsible for paying one half of the fee

charged by such appraiser. Within sixty (60) days after the completion of such written appraisal and delivery thereof to each of the parties, the City shall pay to the County one half of the appraised value of such facilities, as determined by such appraiser. In the event the City is the Managing Entity during the fiscal year immediately proceeding such termination, the City may deduct from such amount any unpaid balances of fuel charges and management fees them owed by the County, as determined in accordance with the provisions of subsection 4.2 hereof.

9.3 In the event either party exercises its right to terminate for convenience, then and in such event, the parties' respective interest in the fuel stored at the Facility on the date of such termination shall be adjusted in the manner set forth in section 8.1 hereof.

10.0 Default; Termination for Cause.

10.1 In the event either party defaults in the performance of its obligation hereunder, the non-defaulting party shall have any or all of the following remedies: i) bring an action for specific performance, ii) bring an action for damages proximately caused by such breach, iii) seek injunctive or declaratory release, or iv) terminate this Agreement, provided in such event, termination shall be in accordance with the provisions of paragraph 10.2 hereof. All such remedies shall be cumulative, and the non-defaulting party may exercise one or more or all such remedies.

10.2 In the event either party elects to exercise the remedy of termination for cause, such remedy shall not be exercisable unless and until the non-defaulting party delivers a written notice of default to the other party, specifying the nature of such default and affording the party alleged to be in default a period of thirty (30) days commencing upon the deliver of such notice within which to fully cure such default. In the event the party in default fails to fully cure such default within such time period, then this Agreement shall be deemed to be terminated as of such date and the parties shall mutually select, hire and compensate an appraiser for the purpose if determining the fair market value of the Facility (excluding the value of the Land), all in the manner provided in section 9.2 hereof. Upon completion and delivery of such appraisal, the City shall, within sixty (60) days thereafter, pay the County one half of the amount of such appraised value. Further, in the event of such termination, the parties' respective interest in the fuel stored at the facility on the date of such termination shall be adjusted in the manner set forth in section 8.1 hereof.

10.3 All rights to use of the Facility by the County shall cease upon the date of such termination for cause.

11.0 Payment of Billings; Interest on Delinquent Amounts.

11.1 Payment for all billings, invoices, vouchers or advances required or permitted under this Agreement shall be due and payable in full within thirty (30) days after delivery of such billings, invoice or statement to the party from whom payment is required.

Interest shall accrue at a rate of twelve percent (12%) per annum on any amount that is not paid when due.

12.0 Notices.

12.1 Billings - Any invoice, billing statement, or request for payment required or allowed under the terms of this Agreement shall be deemed delivered upon its physical delivery to the City Clerk or County Clerk, as the case may be, or upon deposit in the United Sates mail, postage pre-paid, addressed as set forth below. Or to such other address as may be delivered to the sending party in writing:

City of Idaho Falls	Bonneville County
Attn: Municipal Services Director	Attn: Bonneville County Commissioners
P.O. Box 50220	605 N. Capital Ave.
Idaho Falls, ID 83405	Idaho Falls, ID 83405

In addition, copies of invoices, billing statements, or other requests for payment shall be provided to the parties' designated representatives.

13.0 Attorneys Fees.

13.1 In the event it becomes necessary to enforce the terms and conditions of this Agreement by action or suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the losing party.

14.0 Interpretation.

14.1 This Agreement has been mutually agreed and drafted by legal counsel for the respective parties and in recognition thereof, the parties agree that the rule of construction providing for construction against the drafter of any provision shall not employed in determining the intent of the parties, rather it is desired by the parties that this Agreement be interpreted in accordance with the plain, ordinary meaning of the terms therein and in accordance with other rules of constricted as may be appropriate.

15.0 Severability.

15.1 The provisions of this Agreement are and shall be interpreted to be severable and the invalidation or unenforceability of any singular provision shall not affect the enforceability of the remaining provisions, unless such invalid provision entirely frustrates the purpose and intent of the parties, in which event the entire agreement shall be deemed of no further force and effect.

16.0 Venue.

16.1 The venue for any action or suit between the parties concerning the enforcement of this Agreement shall be in the District Court in and for Bonneville County, State of Idaho. This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

17.0 Binding Effect.

17.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, provided this Agreement may not be assigned to another person or entity, without the express, written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Amendment the day and year first written above.

CITY OF IDAHO FALLS

By_____
Rebecca L. Noah Casper, Mayor

BONNEVILLE COUNTY

By_____
Jonathan Walker, Chairman of the Board

Roger S Christensen
Roger Christensen, Member

Bryon Z Reed
Bryon Reed, Member

Exhibit "A"

City of Idaho Falls / Bonneville County
Joint Fueling Facilities

Hemmert Ave

Beginning at a point which bears N89°23'01"W 302.59 feet along the Section line and N00°36'59"E 67.50 feet from the Center One-Quarter corner of Section 8, T2N, R38E.B.M., Bonneville County, Idaho; running thence N46°11'57"W 50.00 feet;
thence S43°16'16"W 7.54 feet:
thence S47°43'11"E 3.00 feet;
thence S43°16'16"W 5.59 feet to a point of a 896.42 foot radius non-tangent curve to the Left;
thence 296.90 feet along said curve through a central angle of 18°58'37" having a long chord bearing N60°07'49"W 295.55 feet;
thence N21°29'19"E 3,00 feet;
thence S81°37'31"E 72.83 feet;
thence N29°37'42"E 7.50 feet;
thence S59°35'16"E 28.92 feet;
thence N12°17'23"E 63.17 feet;
thence N17°31'44"E 184.96 feet;
thence S72°28'16"E 249.92 feet;
thence S76°37'38"E 93.18 feet;
thence S13°21'45"W 22.27 feet;
thence N76°25'35"W 91,02 feet;
thence S14°54'04"W 241.20 feet;
thence S26°16'46"W 36.44 feet;
thence S44°31'01"W 41.35 feet to the True Point of Beginning.
Containing 81,763.33 sq. ft. or 1.877 acres.

Memorandum

File #: 24-401 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, November 13, 2024
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, First Amended Plat of Virlow Village Division No. 1.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the First Amended Plat of Virlow Village Division No. 1 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the First Amended Plat of Virlow Division No. 1. The Planning and Zoning Commission considered this item at its July 2, 2024, 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, and Engineering/Survey Divisions.

Fiscal Impact

NA

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

Zoning

PLT24-026 First Amended Virlow Village

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

N



Aerial

PLT24-026 First Amended Virlow Village



VIRLOW VILLAGE DIVISION 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO. 3
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16. TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SURVEYOR'S CERTIFICATE

I, SPENCER MCCUTCHEON , A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS VIRLOW VILLAGE DIVISION 1, 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 20907 STATE OF IDAHO SPENCER MCCUTCHEON
8-15-23

SPENCER MCCUTCHEON
PLS NO 20907
DATE OF PLAT 2-22-2023

SURVEYORS NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SURVEYED PARCEL AND TO SHOW EXISTING IMPROVEMENTS OF THE SUBJECT PARCEL AS REQUESTED BY CONNECT ENGINEERING THE BASIS OF BEARING FOR THIS SURVEY IS N 87° 58' 13" W 2640 81 FEET BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 16 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY IDAHO THE FIELD DATA WAS COLLECTED 8-31-2022 WITH A TRIMBLE R-8 RECEIVER CONNECTED TO AN R-8 BASE STATION AND A TRIMBLE S-8 ROBOTIC TOTAL STATION FOUND EVIDENCES AND MONUMENTS ARE REPRESENTED HEREON THE COMPUTER CALCULATED GROUND SCALE FACTOR OF OF 1 000277265 *FROM SAID TRIMBLE GPS ORIGIN POINT FOR APPLIED SCALE FACTOR IS THE SOUTHEAST CORNER OF SAID SECTION WITH* WGS COORDINATES OF LAT 43°29'47 25408" N LONG 111°59'02 88781" AS PUBLISHED ON THE CP&F INSTRUMENT NO 1348288 ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, EAST ZONE, (1101)

THIS SURVEYOR REFERENCED THE RECORD OF SURVEY PERFORMED BY EAGLE ROCK ENGINEERING, INSTRUMENT NO 1567605 THIS SURVEYOR FOUND ALL REBAR AND CAPS REFERENCED IN THE SAID SURVEY AND WAS FOUND THAT THE MONUMENTS ARE IN HARMONY WITH THE RECORD DISTANCES AND BEARINGS OF SAID RECORD OF SURVEY CORNERS WERE USED IN DETERMINING THE BOUNDARY SEE RECORD OF SURVEY ON FILE COMPLETED BY EAGLE ROCK ENGINEERING

THIS SURVEYOR ALSO REFERENCED THE EAST VIEW ADDITION DIVISION NO 3 SUBDIVISION PLAT THIS SURVEYOR FOUND THAT THE SAID SUBDIVISION WAS IN HARMONY WITH THE EAGLE ROCK ENGINEERING RECORD OF SURVEY IT WAS FOUND THAT THE PLAT ALONG LOTS 18, THROUGH 22 DID NOT CLOSE BY 0 03' THEREFORE THIS SURVEYOR HAS SHOWN THE CLOSED DISTANCE ON THIS PLAT RECORD DISTANCE IS REFERENCED ON THIS MAP

THIS SURVEYOR LOCATED THE SOUTHEAST AND SOUTH QUARTER CORNER AND FOUND THAT THESE CORNERS MEET THE IDAHO STANDARD MONUMENT AS DEFINED IN IDAHO CODE TITLE 55 CHAPTER 16 THEREFORE NO NEW CORNER PERPETUATION AND FILING RECORDS ARE NEEDED

THIS SURVEYOR'S PROFESSIONAL OPINION IS RENDERED UPON THIS RECORD OF SURVEY DRAWING THERE MAY EXIST OTHER EVIDENCE, MONUMENTS, OR DOCUMENTS THAT COULD AFFECT THIS SURVEY ANY NEW EVIDENCE, MONUMENTS, OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS 24th DAY OF August, 2023

MAYOR

CITY CLERK

CITY ENGINEER
KENT J FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I C §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT

DATE 11-8-23

BONNEVILLE COUNTY TREASURER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT VIRLOW VILLAGE DIVISION NO 1, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

Penny Manning DATE 11-08-2023
BONNEVILLE COUNTY RECORDER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I C §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I C §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

8-28-23
DATE

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I C §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS 16 DAY OF Aug, 2023

AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY

MIKE ~~HIKES~~ HICKS, MANAGER

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I C §50-1305

DATE 8/29/23

BONNEVILLE COUNTY SURVEYOR, DAVID D ROMRELL PLS 12223

ATTACHED HOMES NOTIFICATION

LOTS 3- 18 BLOCK 1, ARE PLATTED FOR USE BY ATTACHED SINGLE-UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME

BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004" WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1 000277265 FOR A GRID TO GROUND CONVERSION, 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

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SUBJECT PARCEL CONTAINS 1 756 ACRES OF LAND THAT INCLUDES LOT 12 AND 13, LOT 20 THRU LOT 22, BLOCK 17, EAST VIEW ADDITION, DIVISION NO 3,TO THE CITY OF IDAHO FALLS, IDAHO INSTRUMENT NO 438826 AND THE WARRANTY DEED AS FOUND IN THE CLERK'S OFFICE OF BONNEVILLE COUNTY INSTRUMENT NO 0771881 BASIS OF BEARING IS N 87° 58' 13" W 2640 81 FEET, MEASURED, BETWEEN THE MONUMENTS MONUMENTING THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER SUBJECT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF LOT 22 BLOCK 17 OF THE EAST VIEW ADDITION DIVISION #3 AS FOUND IN INSTRUMENT NO 438826 IN THE BONNEVILLE COUNTY CLERK'S OFFICE, SAID CORNER LIES 579 11 FEET N 87° 58' 13" W ALONG THE SECTION LINE AND N 00°47'37" E 40 00 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 1ST STREET,

RUNNING THENCE N 87°58'13" W ALONG SAID NORTH RIGHT OF WAY LINE 100 00 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF THE WARRANTY DEED AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO 0771881,

THENCE N 00°47'37" E 148 43 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 AND TO THE SOUTH LINE OF LOT 9, BLOCK 17, OF SAID EAST VIEW ADDITION DIVISION NO 3,

THENCE S 87°58'13" E ALONG SAID SOUTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF LOTS 10 AND 11 209 49 FEET TO A FOUND REBAR WITH NO CAP MARKING THE SOUTHWEST CORNER OF LOT 12 OF THE SAID EAST VIEW ADDITION,

THENCE N 02°01'47" E ALONG WEST LINE OF SAID LOT 12 120 04 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE NORTHWEST CORNER OF LOT 12 AND TO THE SOUTH RIGHT OF WAY LINE OF VIRLOW STREET,

THENCE S 87°58'13" E ALONG THE NORTH LINE OF SAID LOT 12 AND LOT 13 AND SAID SOUTH RIGHT OF WAY LINE 170 00 FEET TO A FOUND REBAR WITH NO CAP MARKING THE NORTHWEST CORNER OF LOT 26 OF THE FIRST AMENDED PLAT OF EAST VIEW ADDITION, DIVISION NO 3 AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO 1020629,

THENCE S 02°01'47" W ALONG SAID WEST BOUNDARY LINE OF SAID LOT 26 AND LOT 25 OF SAID FIRST AMENDED PLAT 268 44 FEET (268 47 FEET BY RECORD) TO A FOUND REBAR AND CAP MARKED ERE 9369 MARKING THE SOUTHWEST CORNER OF SAID LOT 25 AND TO SAID NORTH RIGHT OF WAY LINE OF 1ST STREET,

THENCE N 87°58'13" W ALONG SAID NORTH RIGHT OF WAY LINE 276 29 FEET TO THE POINT OF BEGINNING

SUBJECT TO EXISTING EASEMENTS OF RECORD

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 76,484 SQUARE FEET OR 1 756 ACRES OF LAND

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS VIRLOW VILLAGE DIVISION NO 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 3-18 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 1, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO LOTS 1, 2, AND 11-18 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 2, THE SAID PRIVATE CROSS-ACCESS EASEMENTS ARE GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE 1 AND CAE 2

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY A PRIVATE STORM WATER EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED S W E , THE SAID PRIVATE STORM WATER EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HEREINAFTER REFERRED TO AS BENEFITED S W E HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED S W E HOLDERS AND SAID BENEFITED S W E HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE STORM WATER EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE STORM WATER RETENTION

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY A PRIVATE PEDESTRIAN ACCESS EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED P A E , THE SAID PRIVATE PEDESTRIAN ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HEREINAFTER REFERRED TO AS BENEFITED P A E HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED P A E HOLDERS AND SAID BENEFITED P A E HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE PEDESTRIAN ACCESS EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE PEDESTRIAN ACCESS EASEMENT

OWNER OR ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER/OWNERS OR THEIR/ITS/HIS/HER HEIRS, SUCCESSORS OR ASSIGNS

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR THEIR/ITS/HIS/HER SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND THEIR/ITS/HIS/HER HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS 16 DAY OF Aug, 2023

AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY

MIKE ~~HIKES~~ HICKS, MANAGER

ACKNOWLEDGMENT

STATE OF Idaho)
SS
COUNTY OF Bonneville) HICKS

ON THIS 16 DAY OF Aug, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MIKE ~~HIKES~~ HICKS KNOWN OR IDENTIFIED TO ME, TO BE A MANAGER OF THE LIMITED LIABILITY COMPANY OF AHG CAPITAL LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Rosalie Ericsson
NOTARY PUBLIC FOR THE STATE OF Idaho
RESIDING AT Jefferson County
COMMISSION EXPIRATION DATE 7/13/2029

ROSALIE ERICSSON
COMMISSION NO 20232929
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 7/13/2029

Instrument # 1757474
Bonneville County, Idaho Falls, Idaho
11/08/2023 11:53:01 AM No. of Pages: 3
Recorded for: APEX ENGINEERING INC
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy RU Rupchurch
Index to: PLAT
Rupchurch

10F3

3C-V-8

APEX Engineering, Inc.
661 N. Main St., Spanish Fork, UT 8660 801-796-2277

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PROFESSIONAL LAND SURVEYOR LICENSED 20907 STATE OF IDAHO SPENCER MCCUTCHEON
8-15-23

VIRLOW VILLAGE DIVISION NO 1
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO 3
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

FOR: CONNECT ENGINEERING
LOCATION: IDAHO FALLS, IDAHO
DATE: 08-15-23

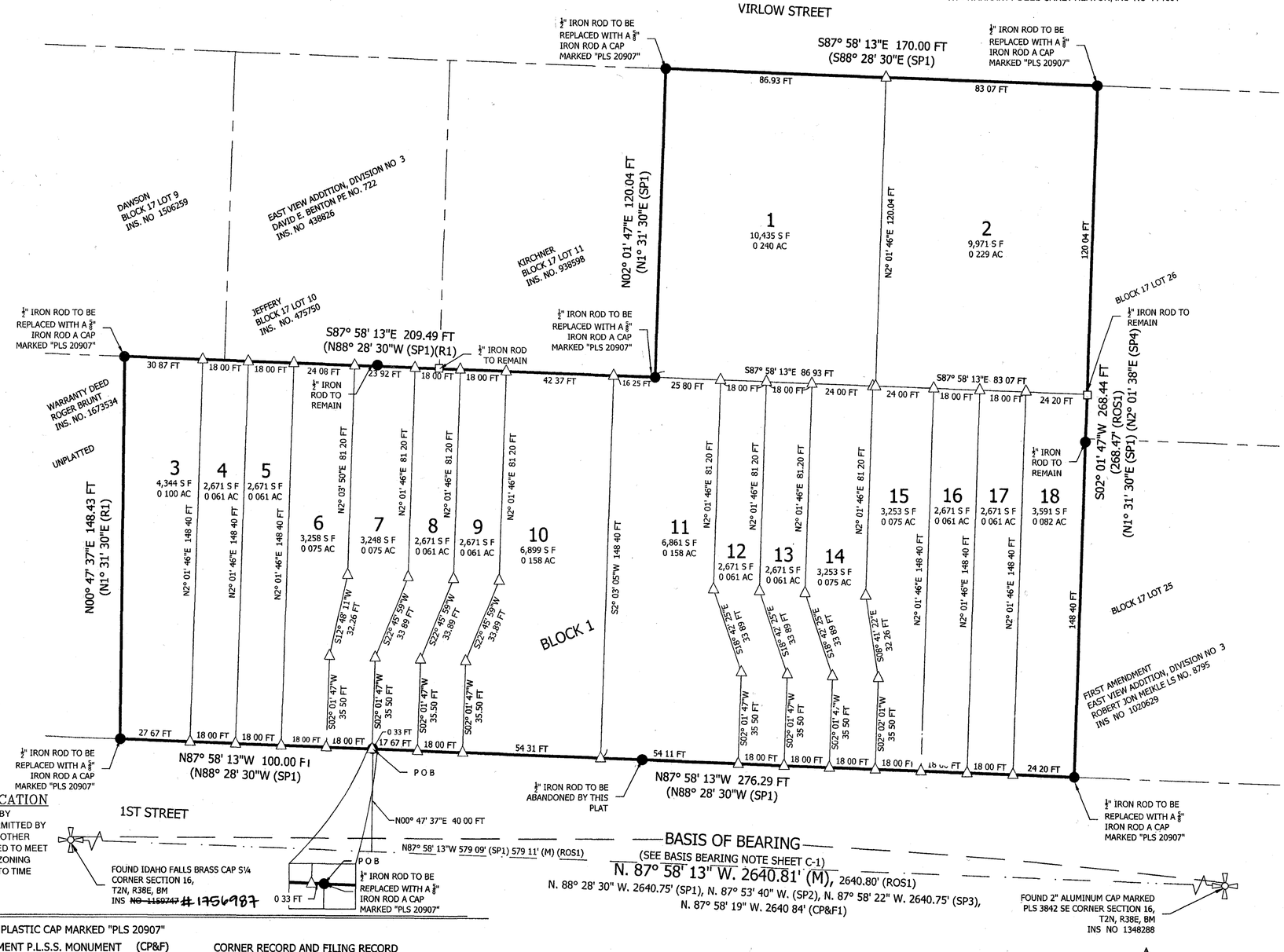
DRAWING
1 OF 3

VIRLOW VILLAGE DIVISION 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO. 3
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16. TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

REFERENCES BONNEVILLE COUNTY IDAHO

SP1 - EAST VIEW ADDITION DIVISION NO 3 SUBDIVISION - INS NO 438826
SP2 - MELBOURNE PARK ADDITION DIVISION NO 1 SUBDIVISION - INS NO 264365
SP3 -MELBOURNE PARK ADDITION DIVISION NO 5 SUBDIVISION - INS NO 518894
SP4 - FIRST AMENDED PLAT OF EAST VIEW ADDITION DIVISION NO 3 SUBDIVISION - INSTRUMENT NO 1020629
CP&F1 - CORNER PERPETUATION AND FILING RECORD JOHN B SMITH PLS 3842 - INS NO 1348288
ROS1 - CAREY HEATON R O S EAGLE ROCK ENGINEERING PLS 9369- INS NO 1587605
R1 - WARRANTY DEED CARET HEATON, INS NO 771881



ATTACHED HOMES NOTIFICATION

LOTS 3- 18 BLOCK 1, ARE PLATTED FOR USE BY ATTACHED SINGLE-UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME

LEGEND

	SET ½" REBAR & PLASTIC CAP MARKED "PLS 20907"		
	FOUND GOVERNMENT P.L.S.S. MONUMENT	(CP&F)	CORNER RECORD AND FILING RECORD
	BOUNDARY LINE	(NO.)	NUMBER
	ADJOINING DEED LINES	(P.O.B.)	POINT OF BEGINNING
	TIE LINES	(P.U.E.)	PUBLIC UTILITY EASEMENT
	LOT LINES	(FT)	FEET
	SECTION LINE	(AC)	ACRE (SF) SQUARE FEET
●	FOUND ½" REBAR MARKED ERE PLS 9369 REPLACED WITH A ⅝" IRON ROD WITH CAP MARKED "PLS 20907 OR ABANDONED BY THIS SUBDIVISION PLAT. UNLESS OTHERWISE NOTED		
□	FOUND ½" REBAR NO CAP ABANDONED BY THIS PLAT. UNLESS OTHERWISE NOTED		
(****)	SEE BONNEVILLE COUNTY REFERENCE		
(INS.)	INSTRUMENT		

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2 of 3

NORTH SCALE: 1" = 30'
0 30 60 90

3C-V-8

APEX Engineering, Inc.
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8660
801.796.2277

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PROFESSIONAL LAND SURVEYOR
LICENSED
20907
6-19-23
STATE OF IDAHO
SPENCER MCCUTCHEON

VIRLOW VILLAGE DIVISION NO 1
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO 3
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 08-15-23
LOCAT JN
IDAHO FALLS, IDAHO
FOR: CONNECT ENGINEERING

DRAWING.
2 OF 3

VIRLOW VILLAGE DIVISION 1

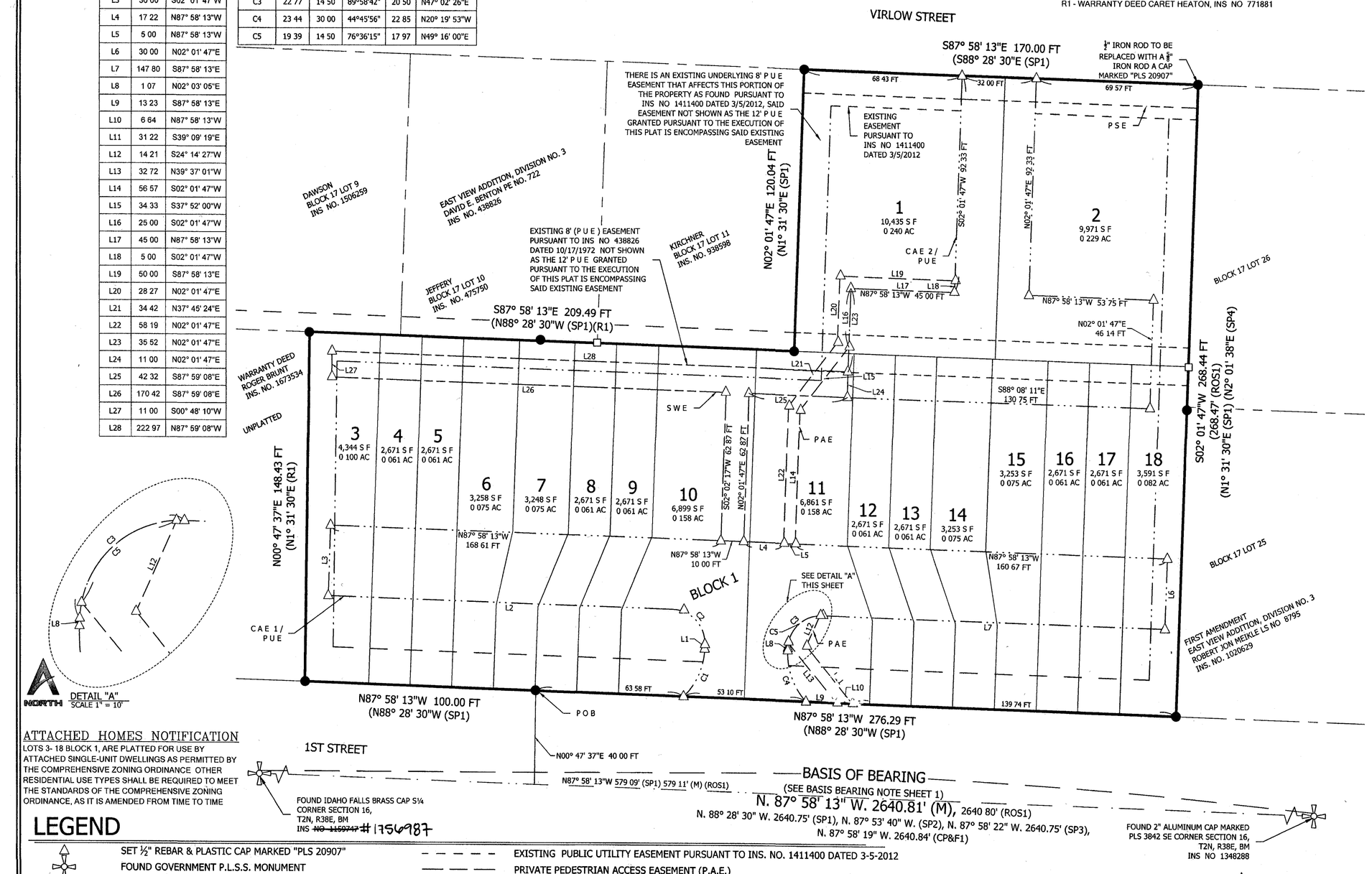
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
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LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

Line Table		
Line #	Length	Direction
L1	1 57	S02° 03' 05"W
L2	148 69	S87° 58' 13"E
L3	30 00	S02° 01' 47"W
L4	17 22	N87° 58' 13"W
L5	5 00	N87° 58' 13"W
L6	30 00	N02° 01' 47"E
L7	147 80	S87° 58' 13"E
L8	1 07	N02° 03' 05"E
L9	13 23	S87° 58' 13"E
L10	6 64	N87° 58' 13"W
L11	31 22	S39° 09' 19"E
L12	14 21	S24° 14' 27"W
L13	32 72	N39° 37' 01"W
L14	56 57	S02° 01' 47"W
L15	34 33	S37° 52' 00"W
L16	25 00	S02° 01' 47"W
L17	45 00	N87° 58' 13"W
L18	5 00	S02° 01' 47"W
L19	50 00	S87° 58' 13"E
L20	28 27	N02° 01' 47"E
L21	34 42	N37° 45' 24"E
L22	58 19	N02° 01' 47"E
L23	35 52	N02° 01' 47"E
L24	11 00	N02° 01' 47"E
L25	42 32	S87° 59' 08"E
L26	170 42	S87° 59' 08"E
L27	11 00	S00° 48' 10"W
L28	222 97	N87° 59' 08"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	22 83	29 50	44°20'45"	22 27	S24° 13' 28"W
C2	22 78	14 50	90°01'18"	20 51	S42° 57' 34"E
C3	22 77	14 50	89°58'42"	20 50	N47° 02' 26"E
C4	23 44	30 00	44°45'56"	22 85	N20° 19' 53"W
C5	19 39	14 50	76°36'15"	17 97	N49° 16' 00"E

REFERENCES BONNEVILLE COUNTY IDAHO

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LEGEND

- SET ½" REBAR & PLASTIC CAP MARKED "PLS 20907"
- FOUND GOVERNMENT P.L.S.S. MONUMENT
- BOUNDARY LINE
- ADJOINING DEED LINES
- TIE LINES
- LOT LINES
- SECTION LINE
- 15' STREET FRONTAGE PUBLIC UTILITY EASEMENT (P.U.E.)
- CROSS ACCESS EASEMENT (C.A.E.) & PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISTING 8' PUBLIC UTILITY EASEMENT PURSUANT TO INS. NO. 438826 DATED 10-17-1972 (EX. P.U.E.)
- 12' PUBLIC UTILITY EASEMENT (P.U.E.)
- 10' PUBLIC SIDEWALK EASEMENT (P.S.E.)
- EXISTING PUBLIC UTILITY EASEMENT PURSUANT TO INS. NO. 1411400 DATED 3-5-2012
- PRIVATE PEDESTRIAN ACCESS EASEMENT (P.A.E.)
- PRIVATE STORM WATER EASEMENT (S.W.E.)
- 8' VACATED EASEMENT PURSUANT TO INST NO. 1622854
- FOUND ½" REBAR MARKED ERE PLS 9369 REPLACED WITH A ⅝" IRON ROD WITH CAP MARKED "PLS 20907" OR ABANDONED BY THIS SUBDIVISION PLAT. UNLESS OTHERWISE NOTED
- FOUND ½" REBAR NO CAP ABANDONED BY THIS PLAT. UNLESS OTHERWISE NOTED
- (****) SEE BONNEVILLE COUNTY REFERENCE
- (INS.) INSTRUMENT
- (CP&F) CORNER RECORD AND FILING RECORD
- (NO.) NUMBER
- (P.O.B.) POINT OF BEGINNING
- DETAIL
- (FT) FEET
- (AC) ACRE
- (S F.) SQUARE FEET
- (P.U.E.) PUBLIC UTILITY EASEMENT

Instrument # 1757474
Bonneville County, Idaho Falls, Idaho
11/08/2023 11:53:01 AM No. of Pages: 3
Recorded for: APEX ENGINEERING INC
Penny Manning Fee: $11.00
Ex-Officio Recorder Deputy PM Rupchurch
Index to: PLAT
Rupchurch

3 OF 3

3C-V-8

APEX Engineering, Inc.
661 N. Main St., Spanish Fork, UT
8660
801.796.2277

ALL REPORTS, DESIGNS, FIELD DATA, FIELD NOTES, DRAWINGS, SPECIFICATIONS, CALCULATIONS, ESTIMATES OR ANY REPRESENTATION CONTAINED HEREIN ARE THE SOLE PROPERTY OF APEX ENGINEERING UNLESS PREVIOUSLY ESTABLISHED BY PRECEDENCE OR AGREEMENT

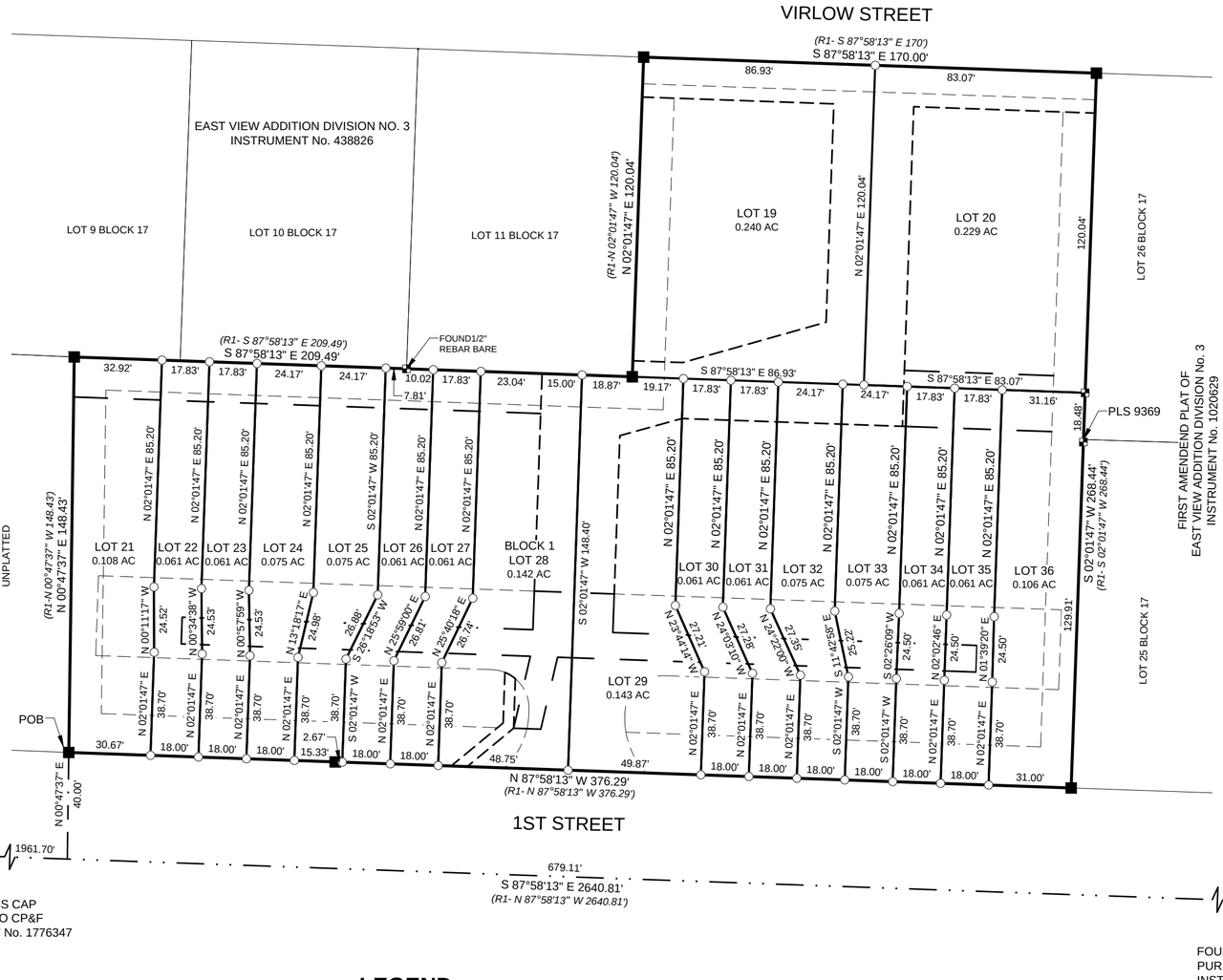
PROFESSIONAL LAND SURVEYOR LICENSED 20907 6-15-23 STATE OF IDAHO SPENCER MCCUTCHEON

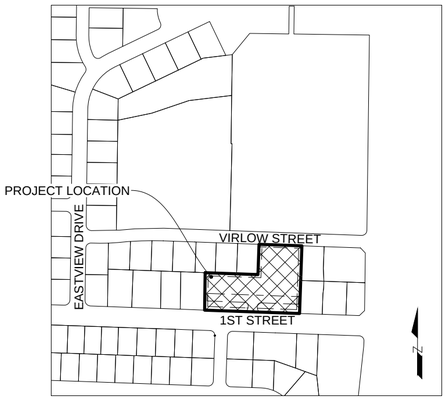
VIRLOW VILLAGE DIVISION NO 1
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO 3
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 08-15-23
LOCATION: IDAHO FALLS, IDAHO
FOR: CONNECT ENGINEERING
DRAWING: 3 OF 3

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 1-18, BLOCK 1 OF THE VIRLOW VILLAGE DIVISION 1 FILED UNDER INSTRUMENT No. 1757474
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN





VICINITY MAP

SURVEY NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF AHG CAPITAL, LLC WITH THE INTENT TO ADJUST THE LOT AND EASEMENT LINES CREATED BY VIRLOW VILLAGE DIVISION 1 FILED UNDER INSTRUMENT No. 1757474.

THE EXTERNAL BOUNDARY OF THIS SUBDIVISION WAS DETERMINED BY FOUND MONUMENTS AND RECORD INFORMATION FOUND ON THE PLAT OF VIRLOW VILLAGE DIVISION 1 FILED UNDER INSTRUMENT No. 1757474. LOT CORNER MONUMENTS SET AS PART OF SAID VIRLOW VILLAGED DIVISION 1 WERE REMOVED WITH PERMISSION FROM SPENCER MCCUTCHEON, PLS TO AVOID CONFUSION ON SITE.

NOTES

1) SEE SHEET 2 FOR EASEMENT LAYOUT AND DIMENSIONS
2) THE NORTH 15.00' OF LOTS 21-36, BLOCK 1 IS ALSO RESERVED FOR A PRIVATE STORM WATER EASEMENT.

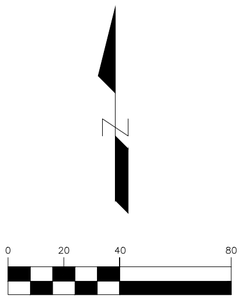
BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

REFERENCE DOCUMENTS

EAST VIEW ADDITION DIVISION NO. 3 SUBDIVISION - INSTRUMENT No. 438826
FIRST AMENDED PLAT OF EAST VIEW ADDITION DIVISION NO. 3 SUBDIVISION - INSTRUMENT No. 1020629
VIRLOW VILLAGE DIVISION 1 - INSTRUMENT No. 1757474
RECORD OF SURVEY - INSTRUMENT No. 1587605
DEED - INSTRUMENT No. 1673534
DEED - INSTRUMENT No. 1506259
DEED - INSTRUMENT No. 911024
DEED - INSTRUMENT No. 938598
EASEMENT - INSTRUMENT No. 1411400

LEGEND



(IN FEET)
1 inch = 40 ft.

	PUBLIC LAND SURVEY CORNERS
■	FOUND 5/8" IRON ROD AND CAP MARKED "PLS 20907" (UNLESS OTHERWISE NOTES)
▪	FOUND 1/2" REBAR AND PLASTIC CAP MARKED "PLS 20907" (UNLESS OTHERWISE NOTED)
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
POB	POINT OF BEGINNING
CAE	CROSS ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
SWE	PRIVATE STORM WATER RETENTION EASEMENT
	SECTION LINE
	DIMENSIONAL TIE LINE
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED)
	CROSS ACCESS EASEMENT (CAE), PRIVATE STORM WATER RETENTION EASEMENT AND PUBLIC UTILITY EASEMENT
	ADJOINING BOUNDARY LINE
	EXISTING EASEMENT LINE (ORIGIN OF EACH IS DESCRIBED IN SHEET 2)
(R1-)	RECORD INFORMATION FROM VIRLOW VILLAGE DIV. No. 1 INSTRUMENT No. 1757474
AC	ACRES
CP&F	CORNER PERPETUATION RECORD AND FILING

PROFESSIONAL LAND SURVEYOR LICENSED 18405 STATE OF IDAHO CARDON T. PAYNE

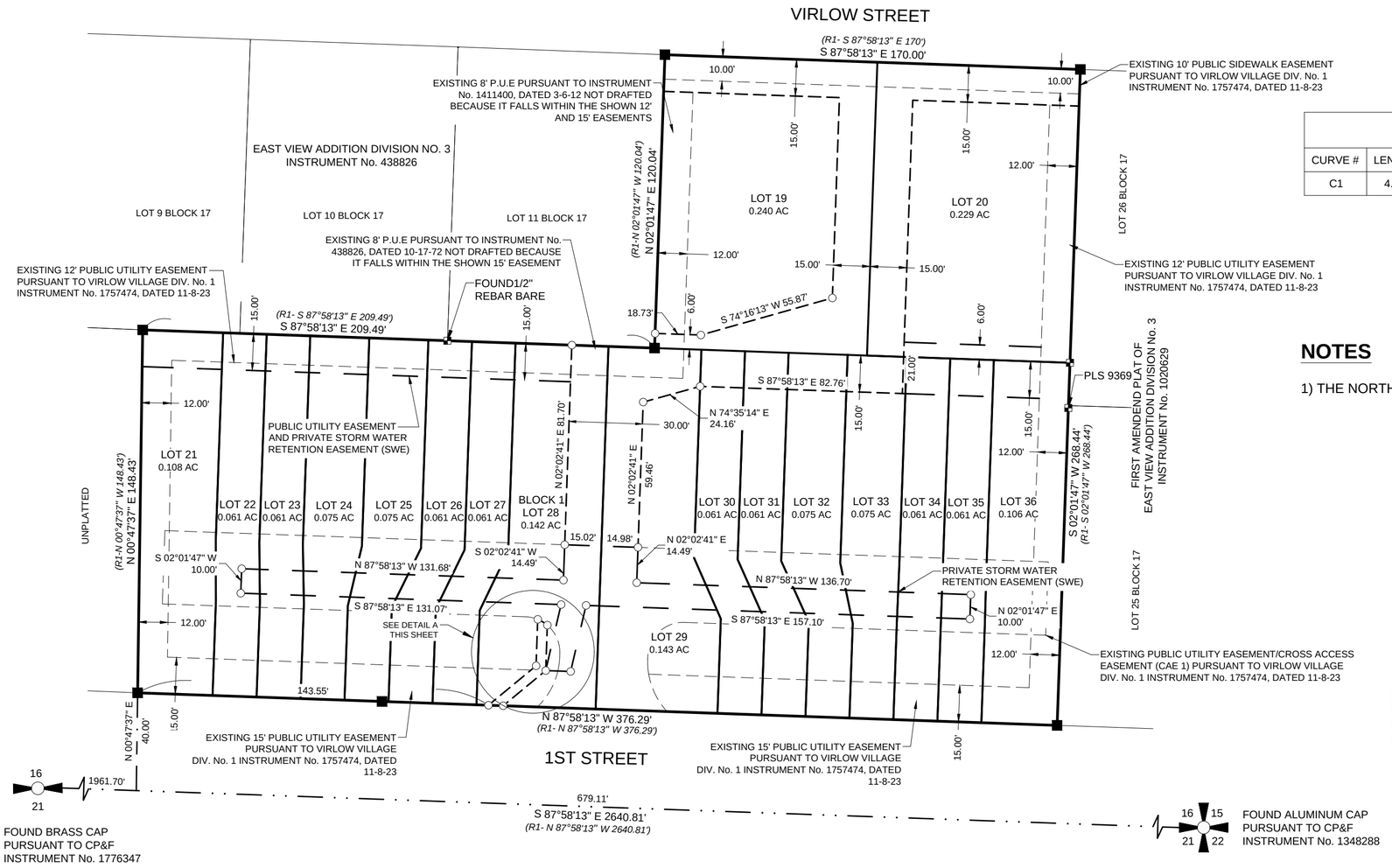
IDAHO FALLS	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 22-079	DATE: October 15, 2024

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 1-18, BLOCK 1 OF THE VIRLOW VILLAGE DIVISION 1 FILED UNDER INSTRUMENT No. 1757474
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

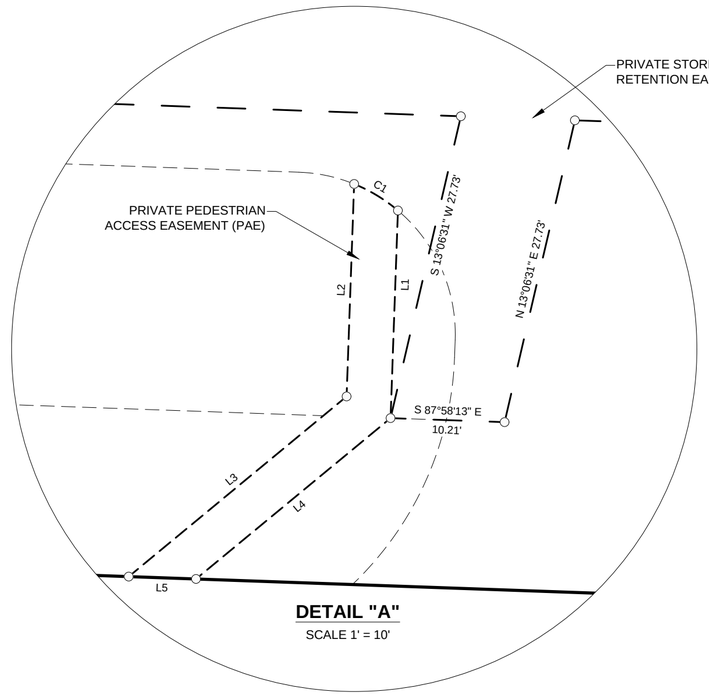


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	4.60'	14.50'	18°10'20"	N 58°49'47" W	4.58'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 02°01'47" E	18.59'
L2	N 02°01'47" E	19.02'
L3	N 50°24'52" E	25.29'
L4	N 50°24'52" E	22.59'
L5	S 87°58'11" E	6.02'

NOTES

1) THE NORTH 15.00' OF LOTS 21-36, BLOCK 1 IS ALSO RESERVED FOR A PRIVATE STORM WATER EASEMENT.



DETAIL "A"
SCALE 1' = 10'

LEGEND

	PUBLIC LAND SURVEY CORNERS
■	FOUND 5/8" IRON ROD AND CAP MARKED "PLS 20907" (UNLESS OTHERWISE NOTES)
◪	FOUND 1/2" REBAR AND PLASTIC CAP MARKED "PLS 20907" (UNLESS OTHERWISE NOTED)
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
POB	POINT OF BEGINNING
CAE	CROSS ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
SWE	PRIVATE STORM WATER RETENTION EASEMENT
	SECTION LINE
	DIMENSIONAL TIE LINE
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED)
	CROSS ACCESS EASEMENT (CAE), PRIVATE STORM WATER RETENTION EASEMENT AND PUBLIC UTILITY EASEMENT
	ADJOINING BOUNDARY LINE
	EXISTING EASEMENT LINE (ORIGIN OF EACH IS DESCRIBED ON THIS SHEET)
(R1-)	RECORD INFORMATION FROM VIRLOW VILLAGE DIV. No. 1 INSTRUMENT No. 1757474
AC	ACRES
CP&F	CORNER PERPETUATION RECORD AND FILING

0 20 40 80
(IN FEET)
1 inch = 40 ft.

PROFESSIONAL LAND SURVEYOR LICENSED 18405 STATE OF IDAHO CARDON T. PAYNE

IDAHO FALLS	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 22-079	DATE: October 15, 2024

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

BEING A RE-PLAT OF LOTS 1-18, BLOCK 1 OF THE VIRLOW VILLAGE DIVISION 1 FILED UNDER INSTRUMENT No. 1757474

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

OWNER'S/OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS AND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS VIRLOW VILLAGE DIVISION 1 FIRST AMENDED, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHTS-OF-WAY SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER DOES HEREBY GRANT AND CONVEY TO ALL LOTS WITHIN THIS SUBDIVISION EQUALLY, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE.

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY, A PRIVATE STORM WATER RETENTION EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING AND LABELED SWE, THE SAID PRIVATE STORM WATER RETENTION EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED OWNER DOES GRANT, BARGAIN AND COVEY TO THE BENEFITED LOT OWNERS, HEREINAFTER REFERRED TO AS THE BENEFITED SWE HOLDERS, THEIR LICENSES, INVITEES, AGENTS, SUCCESSORS AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED SWE HOLDERS AND SAID BENEFITED SWE HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE STORM WATER EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE STORM WATER RETENTION.

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY A PRIVATE PEDESTRIAN ACCESS EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED P.A.E., THE SAID PRIVATE PEDESTRIAN ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HEREAFTER REFEREED TO AS BENEFITED P.A.E. HOLDERS, THEIR LICENSES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED P.A.E. HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE PEDESTRIAN ACCESS EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE PEDESTRIAN ACCESS.

OWNER, OR ITS HEIRS, SUCCESSORS OR ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITTEES OR LICENSEES SHALL ALSO HAVE THE RIGHT TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH THE CITY OF IDAHO FALL'S USE THEREOF, SUCH RIGHT OF REMOVAL MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 202____.

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO.

BEING LOTS 1-18, BLOCK 1 AS SHOWN ON THE RECORDED PLAT OF VIRLOW VILLAGE DIVISION No. 1 AS FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENTS No. 1757474

SAID PROPERTY CONTAINS 1.756 ACRES MORE OR LESS

ATTACHED HOMES NOTIFICATION

LOTS 21 - 36, BLOCK 1 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BONNEVILLE) SS.

ON THIS _____DAY OF _____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MIKE HICKS, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGER OF THE LIMITED LIABILITY COMPANY OF AHG CAPITAL LLC AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION, PREVIOUSLY PLATTED EASEMENT VACATION CERTIFICATE, AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO:_____

RESIDING AT:_____

MY COMMISSION EXPIRES ON:_____

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

_____ _____
BONNEVILLE COUNTY TREASURER DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF VIRLOW VILLAGE DIVISION 1 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____ _____
BONNEVILLE COUNTY RECORDER DATE

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

FLOOD PLAIN DESIGNATION

ZONE C PER FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 1600290005 B, EFFECTIVE DATE OCTOBER 15, 1982.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 2024.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
CHRIS CANFIELD, PE 10551 KENNETH BALDWIN ROBERTS, PLS 9755

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT.

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____ DAY OF _____, 2024.

AHG CAPITAL, LLC

_____
MIKE HICKS, MANAGER

PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNER DOES HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(5) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE PORTIONS OF THE FOLLOWING EASEMENT(S) OF RECORD WITHIN THE PLAT BOUNDARY:

1.) CROSS ACCESS EASEMENT CAE 2 AND ITS UNDERLYING PUBLIC UTILITY EASEMENT (PUE) GRANTED BY VIRLOW VILLAGE DIVISION 1 SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1757474, DATED: 11/08/2023.

2.) PRIVATE PEDESTRIAN ACCESS EASEMENT AS SHOWN IN LOT 1 AND LOT 11, BLOCK 1 GRANTED BY VIRLOW VILLAGE DIVISION 1 SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1757474, DATED: 11/08/2023.

3.) PRIVATE STORM WATER EASEMENT (S.W.E.) GRANTED BY VIRLOW VILLAGE DIVISION 1 SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1757474, DATED: 11/08/2023.

THE VACATED EASEMENTS LISTED HAVE BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.

UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE PORTIONS OF SAID EASEMENTS SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____ DAY OF _____202___.

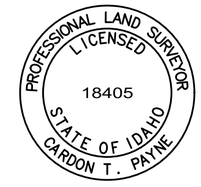
AHG CAPITAL LLC

_____
MIKE HICKS, MANAGER

SURVEYOR'S CERTIFICATE

I, CARDON T. PAYNE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS VIRLOW VILLAGE DIVISION No. 1 FIRST AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

_____
CARDON T. PAYNE, PLS 18405



IDAHO FALLS	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 22-079	DATE: October 15, 2024

CONNECT ENGINEERING
The Civil Connection
2295 N YELLOWSTONE HWY, UNIT 6,
IDAHO FALLS, ID 83401
208.881.0081

VIRLOW VILLAGE DIVISION 1 FIRST AMENDED

STAFF REPORT
FINAL PLAT
FIRST AMENDED PLAT OF VIRLOW VILLAGE DIVISION NO. 1
November 26, 2024

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally, north of E 1st Street, east of N 25th E Street, south of Virlow Street, west of Eastview Drive.

Size: 1.75 acres
Lots: 18
Buildable: 18

Existing Zoning:
Site: R3A
North: R1
South: R1 & R3A
East: R1
West: R3A

Existing Land Uses:
Site: Vacant
North: Elementary School
South: Residential
East: Commercial
West: Residential

Future Land Use Map:
General Urban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To approve the final plat for the First Amended Plat Virlow Village Division No 1.

History: The property was platted in 1972 and annexed in 1974. The property was re-platted from 5 lots to 18 lots in August 2023. The zone remained R3A in 2018 as part of the City-wide initiated zone change.

Staff Comments: This final plat consists of 18 buildable lots. Two lots that front Virlow Street and will access Virlow Street, a local street. The lots that front 1st Street will access 1st Street from a shared private drive aisle. 1st Street is a minor arterial.

The density in the R3A Zone is 35 units per acre and allows Multi-Dwelling Units, Single Unit Attached and Single Unit Detached. There are a variety of housing types and commercial uses in this area.

This has been re-platted to correct lot lines and easements. The number of lots and average lot sizes have not changed.

Staff Recommendation: Staff reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff and the Planning and Zoning Commission recommend approval of the final plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	N/A Private drive aisle

Zoning Ordinance:

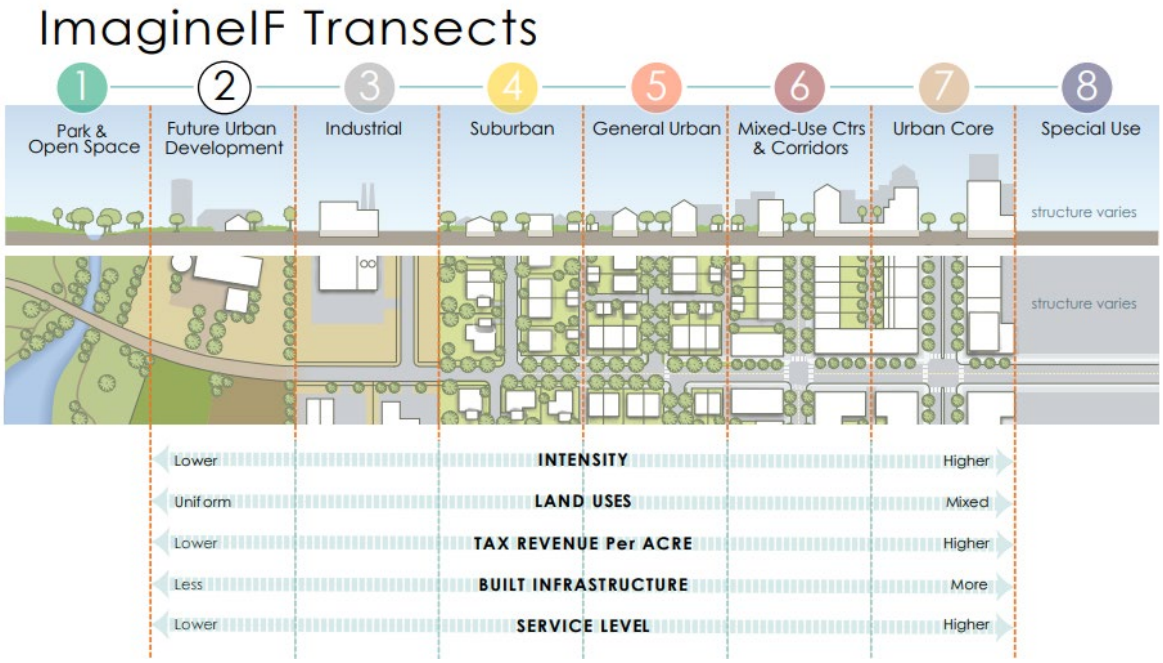
11-3-3: Purpose of Residential Zones

R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

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

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





5. **General Urban**

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

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

July 2, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Kristi Brower, Forrest Ihler, Bill Scott, Arnold Cantu, Dale Storer.

MEMBERS ABSENT: Marsha McDaniel

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Jacob Beck, Esq, Assistant City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of June 4, 2024, Brower seconded the motion. The motion passed unanimously.

Business:

7. PLAT24-026: First Amended Final Plat for Virlow Village Division No. 1. Lots 1-18, Block 1 of the Virlow Village Division 1.

Ihler is recusing himself for this item as he has a professional conflict.

Applicant: Barry Bane, Connect Engineering Bane stated that this property is an amended plat and they had to adjust lot lines slightly because of building changes. The recorded Virlow Village Division No. 1 compared to the first amended has lot line adjustments and Public Works was not happy with the plan for sewer and water coming out of 1st Street. They looked deeper and were able to pull sewer and water from Virlow, so there are also utility easement changes in the amended plat.

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

Brower moved to recommend to the Mayor and City Council approval of the First Amended Final Plat for Virlow Village Division No. 1. Cantu Seconded the motion. Ogden called for roll call vote: Brower, yes; Scott, yes; Ihler, recused; Ogden, yes; Cantu, yes; Storer, yes. Motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT FOR FIRST AMENDED VIRLOW VILLAGE DIVISION NO 1, LOCATED NORTH OF E 1ST STREET, EAST OF N 25TH E STREET, SOUTH OF VIRLOW STREET, WEST OF EASTVIEW DRIVE.

WHEREAS, the applicant filed an application for a final plat on May 22, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 2, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 26, 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 1.75-acre parcel located north of E 1st Street, east of N 25th E Street, south of Virlow Street, west of Eastview Drive.
3. The final plat includes 18 buildable lots.
4. Access to the two north lots will access Virlow Street. The rest of the lots will access a shared drive aisle to E 1st Street.
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 R3A, Residential Mixed-Use 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

Memorandum

File #: 24-402 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, November 13, 2024
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 6

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 6 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 Ivywood Division No. 6 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 Ivywood Division No. 6 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 Ivywood Division No. 6. The Planning and Zoning Commission considered this item at its August 6, 2024, 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, and Engineering/Survey Divisions.

Fiscal Impact
NA

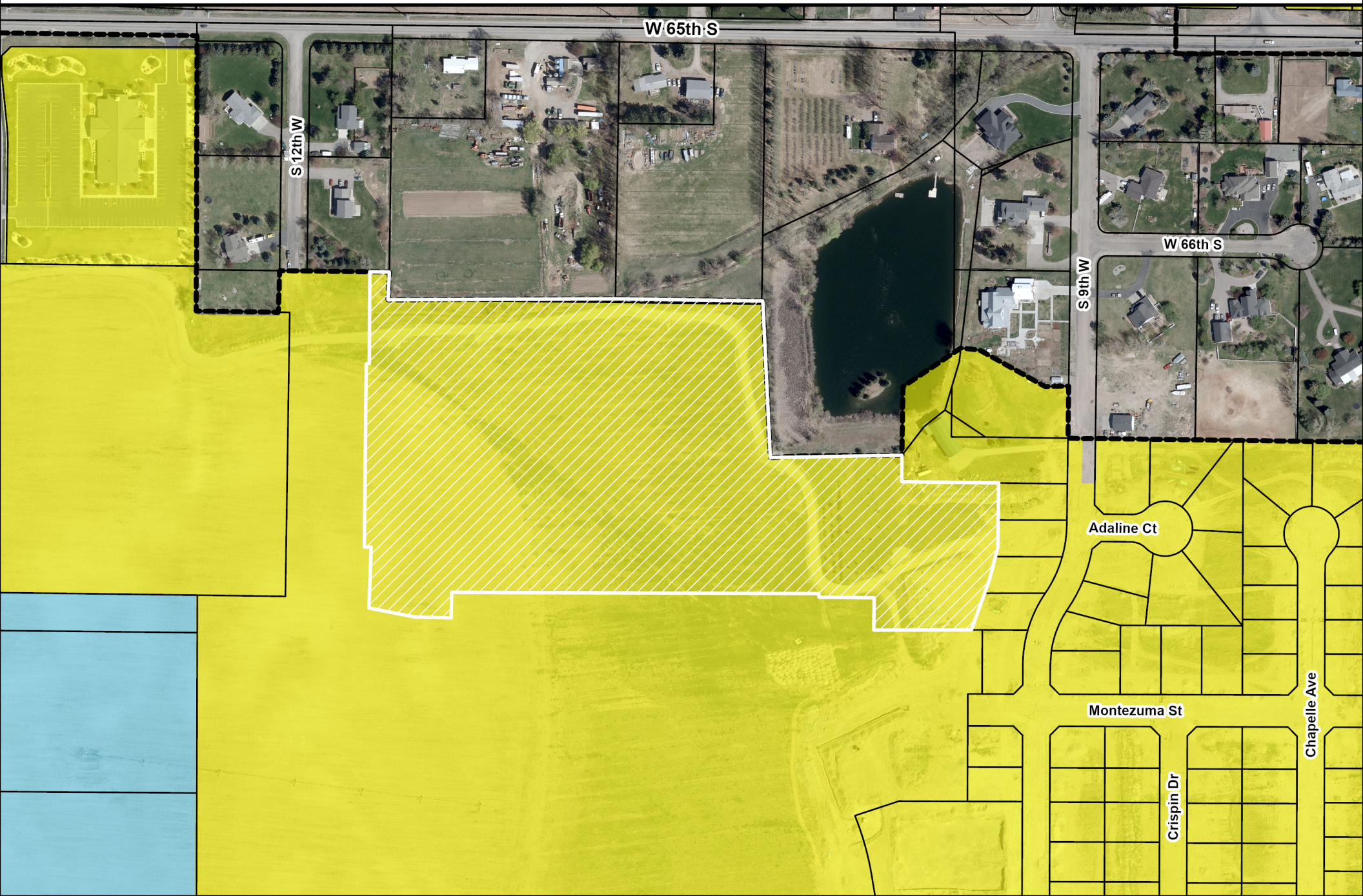
Legal Review
This application has been reviewed by the Legal Department and is consistent with applicable law.

Zoning

PLT24-028 Ivywood Div 6

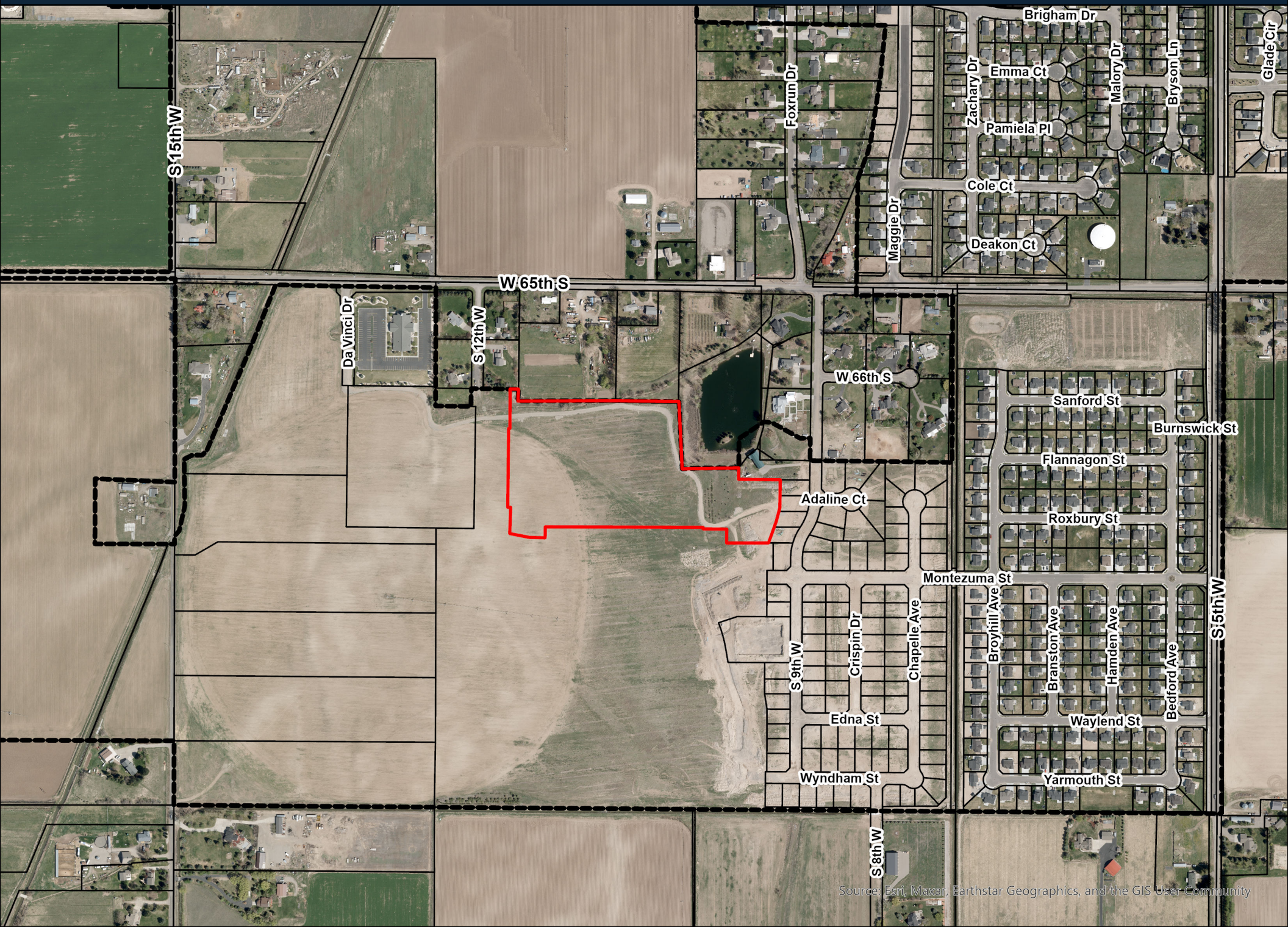
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLT24-028 Ivywood Div 6



IVYWOOD DIVISION NO. 6

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN

SHEET 1 OF 2

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

NORTHWEST CORNER SECTION 12
TOWNSHIP 1 NORTH RANGE 37 EAST, OF THE BOISE MERIDIAN
FOUND ALUMINUM CAP
CP&F NO. 1674057

SECTION LINE - BASIS OF BEARING
CITY OF IDAHO FALLS 2004
S89° 16' 01"E 2652.84'

1713.79'

939.05'

NORTH 1/4 CORNER SECTION 12
TOWNSHIP 1 NORTH RANGE 37 EAST, OF
THE BOISE MERIDIAN
FOUND ALUMINUM CAP
CP&F NO. 1634072

S00°43'57"W 540.00'

S00°09'14"W 2678.80'

YORK SUBDIVISION
DIVISION NO. 1 INSTRUMENT
NO. 811146

POINT OF BEGINNING

S89°16'01"E 40.00'

S00°43'59"W
60.00'

UNPLATTED

UNPLATTED

S89°16'01"E 815.62'

40.00'

60.00'

12'

12'

N00°43'57"E 200.01'

200.01'

S89°16'03"E
4.71'

BLOCK 20

37
16401 SF
0.377 AC.

36
13500 SF
0.310 AC.

35
13500 SF
0.310 AC.

34
13500 SF
0.310 AC.

33
13500 SF
0.310 AC.

32
13500 SF
0.310 AC.

31
14615 SF
0.336 AC.

30
25621 SF
0.588 AC.

S0°43'57"W 140.01

N6°54'39"E 111.00

60.00' 96.42' 96.42' 96.42' 96.42' 96.42' 121.30' 152.21'

100.00' 96.42' 96.42' 96.42' 96.42' 96.42' 29.41'

C2 C3 C4 C5

R60'

N86°59'54"E
121.72

165.33'

S03°00'04"E 335.59'

30'

LISS LANE

S89°16'03"E 355.42'

S89°16'03"E 334.29'

UNPLATTED

N

W E

S

80' 40' 0 80'

SCALE: 1" = 80'

1

STORM WATER EASEMENT
PURSUANT TO INSTRUMENT
NO. 1772781
DATED: 8/13/2024

UNPLATTED

96.42' 96.42' 112.58' L9

6
13499 SF
0.310 AC.

4
13499 SF
0.310 AC.

2
18361 SF
0.422 AC.

BLOCK 29

N0°43'57"E 140.00'

120.00'

30'

30'

LOVELL DRIVE

N00°43'57"E 340.00'

91.37' 96.35' L1

26
15392 SF
0.353 AC.

27
13489 SF
0.310 AC.

28
14555 SF
0.334 AC.

29
26692 SF
0.613 AC.

C1 C6

23.09'

170.26'

S03°15'E 112.44

S87°41'13"W
86.78

N89°01'47"E 287.99'

87.38' 89.04' 87.04' 24.53'

S87°41'13"W
9.69'

12'

GOOSE LAKE DIVISION NO. 1
INSTRUMENT NO. 1453202

S00°45'32"W
57.84'

2
BLOCK 1

57.84'

S89°16'03"E 96.42' 96.42 132.58'

S89°16'03"E 111.37' 96.35 96.35' 120.09' 96.35' 72.61'

S89°14'28"E 212.04'

92.06' 119.99'

5
13499 SF
0.310 AC.

3
13499 SF
0.310 AC.

1
18361 SF
0.422 AC.

96.42' 96.42' 112.58' L10

25
15392 SF
0.353 AC.

24
13489 SF
0.310 AC.

23
13489 SF
0.310 AC.

22
13489 SF
0.310 AC.

21
13033 SF
0.299 AC.

20
13491 SF
0.310 AC.

19
13443 SF
0.309 AC.

18
13088 SF
0.300 AC.

17
12158 SF
0.279 AC.

16
15894 SF
0.365 AC.

BLOCK 20

N3°06'03"W 144.94

S0°43'57"W 147.72

S0°43'57"W 157.02

S5°30'20"W 170.48

N22°32'57"E 104.88

L2 91.37' 96.35' 96.35' 96.35' 96.35' 87.33'

11.68'

17.36'

C8 C9 C10 C11

73.54'

N71°59'30"E
132.30

90.88'

1 S00°45'52"W 141.22'

2

IVYWOOD DIVISION NO. 4
INSTRUMENT NO. 1750686

PUBLIC RIGHT-OF-WAY DEDICATION

WALSH STREET

S89°16'03"E 355.42'

S89°16'03"E 300.00'

S89°16'03"E 305.00'

S89°16'03"E 20.79'

S81°13'47"E 164.38'

R60'

C1 C12

50.35'

12'

S14°29'49"W
71.22'

3

N89°16'03"W
10.42'

89.99' 90.00' 115.00' L8

9
12600 SF
0.289 AC.

8
13485 SF
0.310 AC.

7
12781 SF
0.293 AC.

BLOCK 22

N0°43'57"E 132.26'

132.26'

S0°43'57"W 147.76'

N0°43'57"E 150.00'

96.16'

76.16'

135.00'

DETAIL
"A"

91.37'

13.19'

77.00'

N79°29'40"W
104.51'

N89°16'03"W
77.00'

S00°43'57"W
53.84'

N89°16'03"W 135.00'

6

2

3

5

EXISTING PUE

1

DAVINCI DRIVE

WEST 1/4 CORNER SECTION 12
TOWNSHIP 1 NORTH RANGE 37
EAST, OF THE BOISE MERIDIAN
FOUND ALUMINUM CAP
CP&F NO. 1676687

L7 100.00' 100.00' L6

10
10960 SF
0.252 AC.

9
10960 SF
0.252 AC.

BLOCK 23

N0°43'57"E 123.00'

N0°43'57"E 120.00'

93.00

73.00'

120.00'

S00°43'57"W
3.16'

N89°16'03"W 300.00'

8

7

IVYWOOD DIVISION NO. 5
INSTRUMENT NO. 1778444

EXISTING PUE

L5 100.00' 105.00' L4

10
10600 SF
0.243 AC.

9
11050 SF
0.254 AC.

BLOCK 24

N0°43'57"E 120.00'

90.00

70.00'

125.00'

S00°43'57"W
3.00'

N89°16'03"W 365.00'

8

7

12'

N00°43'57"E
7.63'

L3 76.41' C16 78.25' C15 12.65' C14 C13

12
10717 SF
0.246 AC.

13
11854 SF
0.272 AC.

14
15522 SF
0.356 AC.

BLOCK 20

N0°43'57"E 83.06'

N0°43'57"E 110.49'

S56°43'11"E
120.31

42.94'

71.22'

S19°44'40"W 118.04'

75.70'

N89°16'03"W 120.00'

11
N00°43'57"E
70.60'

70.60'

90.00'

126.17'

N89°47'34"W 216.17'

EXISTING PUE

BLOCK 20

4

12'

LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- 15' PUBLIC UTILITY EASEMENT (PUE) UNLESS OTHERWISE DESCRIBED OR DIMENSIONED
- EXISTING EASEMENT AS NOTED
- FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- FOUND 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
- PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
- PUBLIC LAND SURVEY SYSTEM (P.L.S.S.) CORNER AS NOTED
- CP&F — CORNER PERPETUATION AND FILING RECORD
- AC. — ACRES
- SF — SQUARE FEET

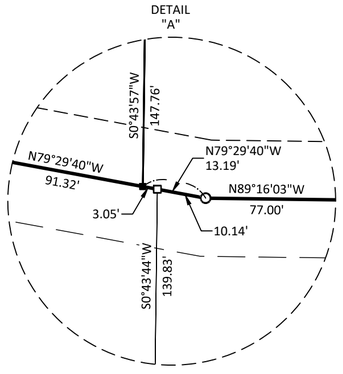
NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. AREA Of PUBLIC RIGHT-OF-WAY DEDICATION = 3.780 ACRES.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS S.89°16'01"E. ALONG THE SECTION LINE 1713.79 FEET AND S.00°43'57"W. 540.00 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF YORK SUBDIVISION, DIVISION NUMBER 1, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE S.89°16'01"E. ALONG SAID SOUTH BOUNDARY LINE 40.00 FEET TO THE SOUTHWEST CORNER OF SAID YORK SUBDIVISION, DIVISION NUMBER 1; THENCE S.00°43'59"W. 60.00 FEET; THENCE S.89°16'01"E. 815.62 FEET; THENCE S.03°00'04"E. 335.59 FEET; THENCE N.89°01'47"E. 287.99 FEET TO THE WEST BOUNDARY LINE OF GOOSE LAKE, DIVISION NUMBER 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE ALONG THE BOUNDARY LINE OF SAID GOOSE LAKE, DIVISION NUMBER 1 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°45'32"W. 57.84 FEET (RECORD= 57.86 FEET); THENCE S.89°14'28"E. 212.04 FEET; THENCE S.00°45'52"W. 141.22 FEET; THENCE S.14°29'49"W. 71.22 FEET; THENCE S.19°44'40"W. 118.04 FEET; THENCE N.89°47'34"W. 216.17 FEET; THENCE N.00°43'57"E. 70.60 FEET; THENCE N.89°16'03"W. 120.00 FEET; THENCE N.00°43'57"E. 7.63 FEET; THENCE N.89°16'03"W. 365.00 FEET; THENCE S.00°43'57"W. 3.00 FEET; THENCE N.89°16'03"W. 300.00 FEET; THENCE S.00°43'57"W. 3.16 FEET; THENCE N.89°16'03"W. 135.00 FEET; THENCE S.00°43'57"W. 53.84 FEET; THENCE N.89°16'03"W. 77.00 FEET; THENCE N.79°29'40"W. 104.51 FEET; THENCE N.00°43'57"E. 132.26 FEET; THENCE N.89°16'03"W. 10.42 FEET; THENCE N.00°43'57"E. 400.00 FEET; THENCE S.89°16'03"E. 4.71 FEET; THENCE N.00°43'57"E. 200.01 FEET TO THE POINT OF BEGINNING, CONTAINING 16.530 ACRES.

DETAIL "A"



LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	N45°43'57"E	28.28'
L2	S44°16'03"E	28.28'
L3	N48°07'35"E	29.44'
L4	S44°16'03"E	28.28'
L5	N45°43'57"E	28.28'
L6	S44°16'03"E	28.28'
L7	S45°43'57"W	28.28'
L8	N44°16'03"W	28.28'
L9	S44°16'03"E	28.28'
L10	N45°43'57"E	28.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	56.12'	400.00'	8°02'16"	N85°14'55"W	56.07'
C2	34.88'	45.00'	44°24'55"	N68°31'29"E	34.02'
C3	52.98'	60.00'	50°35'37"	S71°36'50"W	51.28'
C4	90.68'	60.00'	86°35'29"	N39°47'37"W	82.29'
C5	75.09'	60.00'	71°42'09"	N39°21'12"E	70.28'
C6	62.77'	60.00'	59°56'35"	S74°49'25"E	59.95'
C7	34.88'	45.00'	44°24'55"	N67°03'35"W	34.02'
C8	60.32'	430.00'	8°02'16"	N85°14'55"W	60.27'
C9	34.88'	45.00'	44°24'55"	N76°33'46"E	34.02'
C10	61.29'	60.00'	58°31'38"	S83°37'08"W	58.66'
C11	51.43'	60.00'	49°06'33"	N42°33'47"W	49.87'
C12	54.23'	60.00'	51°47'19"	N07°53'09"E	52.41'
C13	59.13'	60.00'	56°27'52"	N62°00'44"E	56.77'
C14	55.44'	60.00'	52°56'28"	S63°17'06"E	53.49'
C15	34.88'	45.00'	44°24'55"	N59°01'19"W	34.02'
C16	20.99'	370.00'	3°15'00"	N82°51'17"W	20.98'

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

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

SURVEYED BY:	ADAM SNARR
DRAWN BY:	LEVI LUSK
APPROVED BY:	KURT ROLAND
PROJECT NO.	23138
SCALE:	1"=80'
DATE:	11/12/24
CAD NAME:	23138 FINAL PLAT.DWG

IVYWOOD DIVISION NO. 6

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS IVYWOOD DIVISION NO. 6, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNERS OR ITS SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____ , 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CURTIS JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT, OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS IVYWOOD DIVISION NO. 6, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
STATE OF IDAHO
KURTIS J. ROLAND

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 8/5/24 INSTRUMENT NO. 1772222

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____ , 202____.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
CHRIS CANFIELD, PE 10551 KENNETH BALDWIN ROBERTS, PLS 9755

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, IVYWOOD DIVISION NO. 6, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

SURVEYOR'S NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISIONED BY ROCKWELL HOMES TO DESIGN A SUBDIVISION PLAT BEING KNOWN AS IVYWOOD, DIVISION NUMBER 6. THE SUBDIVISION IS LOCATED IN A PARCEL OF LAND AS PURSUANT TO CORPORATION WARRANTY DEED INSTRUMENT NUMBER 1523017. IVYWOOD DIVISION NUMBER 6 BOUNDARY LINES ARE CONTROLLED BY FOUND MONUMENTS IN IVYWOOD DIVISION NUMBER 4 PURSUANT TO INSTRUMENT NUMBER 1750686. IVYWOOD DIVISION NUMBER 5 PURSUANT TO INSTRUMENT NUMBER 1778444. SECTION CORNER CONTROL USED FOR THIS PLAT IS THE NORTHWEST CORNER PURSUANT TO INSTRUMENT NUMBER 1674057 AND THE NORTH 1/4 CORNER PURSUANT TO INSTRUMENT NUMBER 1634072. 2004 CITY OF IDAHO FALLS GROUND CONTROL WAS USED FOR SURVEY CONTROL OF THIS PLAT.

BASIS OF BEARINGS

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

EXAMINING SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____

_____
BONNEVILLE COUNTY SURVEYOR, DAVID DOUGLAS ROMRELL
P.L.S. NO. 12223

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

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

SURVEYED BY:	ADAM SNARR
DRAWN BY:	LEVI LUSK
APPROVED BY:	KURT ROLAND
PROJECT NO.	23014
SCALE:	1"=100'
DATE:	AUGUST 2024
CAD NAME:	23138 FINAL PLAT.DWG

August 6, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Bill Scott, Dale Storer, Forrest Ihler.

MEMBERS ABSENT: Marsha McDaniel, Arnold Cantu

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster Planner, Brian Stevens Planner, Jacob Beck, Esq, Assistant City Attorney, and interested citizens.

CALL TO ORDER: Ogden called the meeting to order at 7:00 p.m.

MINUTES: Scott moved to accept the minutes of July 2, 2024, Ihler seconded the motion. The motion passed unanimously.

Business:

7. PLAT24-028: FINAL PLAT for Ivywood Division No. 6.

Applicant: Neil Humphreys, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho.
Humphreys indicated that this is the continuation of Ivywood following the Ivywood West Preliminary Plat that was approved in 2021. There are 39 single family lots connected with a 60' internal right of way. Montezuma will connect the eastern portion that is built out all the way to 15th West and Division 6 will extend north of Division 5 which is very close to approval.

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

Ogden asked if Montezuma would become a minor arterial. Peterson stated it will stay a collector as it is R1 which is low density and there are a lot of different connections in and out of Ivywood once it is built out. Beutler verified that 15th South of 65th is a major collector.

No discussion.

Ihler moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Division No. 6. Storer seconded the motion. Ogden called for roll call vote: Scott, yes; Ihler, yes; Ogden, yes; Storer, yes. Motion passed unanimously.

STAFF REPORT

FINAL PLAT
IVYWOOD DIVISION NO. 6

November 26, 2024

IDAHO FALLS

Community Development Services

Applicant: Eagle Rock Engineering

Owner: Rockwell Homes

Project Manager: David Peterson

Location: Generally, north of Montezuma St, east of S 12th W, south of W 65th S, west of S 9th W.

Size: Approximately 16.53
Lots: 39

Existing Zoning:
Site: R1
North: County A-1
South: R1
East: R1
West: R1

Existing Land Uses:
Site: Ag/Vacant
North: Ag/Residential
South: Ag/Vacant
East: Residential
West: Ag/Vacant

Future Land Use Map:
Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To **approve** the Final Plat for Ivywood Division No. 6 by the Mayor and City Council

History: This property was annexed into the City in 2006 with an initial zoning of R-1. A preliminary plat was submitted for review in 2021 and approved in July 2023 after a completed traffic study was submitted to the City and approved by City staff and offsite improvements agreed to with Bonneville County.

Staff Comments: The property is currently zoned R1, Single Dwelling Residential. The final plat includes 39 buildable lots on approximately 16.53 acres of land with a gross density of 2.36 lots per acre.

Access will come through Ivywood Division No. 5 with the extension of Lovell Dr, Millbrook Dr, and Bronson Dr from Montezuma St to the south. Walsh St and Liss Ln will terminate in temporary turnarounds on the west side. Both Walsh St and Liss Ln will connect to S 12th W with a future division. All new streets will be local streets constructed with a 60' right-of-way. All lots meet the requirements of the Subdivision Ordinance and the standards of the R1 Zone.

The Comprehensive Plan designates this area as Suburban which denotes existing or planned residential areas in close proximity or with easy vehicular access to regional commercial service areas that provide daily household needs.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the subdivision and zoning ordinances and recommends approval for Ivywood Division No. 6.

Transportation Plan: Bronson Dr, Millbrook Dr, Lovell Dr – Local streets

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A – all lots are residential.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A – no lots adjoin arterial streets.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Walsh St, Liss Ln – Local streets

Zoning Ordinance:

11-3-5: PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the PR, Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

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

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

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT FOR IVYWOOD DIVISION NO. 6 GENERALLY LOCATED NORTH OF MONTEZUMA STREET, EAST OF S 12th WEST, SOUTH OF W 65TH SOUTH, AND WEST OF S 9TH WEST.

WHEREAS, the applicant filed an application for a final plat on June 3, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 6, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 26, 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 approximately 16.53 acres generally located north of Montezuma Street, east of S 12th West, south of W 65th South, and west of S 9th West.
3. The property is currently zoned R1, Single Dwelling Residential.
4. The final plat includes 39 buildable lots.
5. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The final plat is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
IVYWOOD DIVISION NO. 6

This DEVELOPMENT AGREEMENT IVYWOOD DIVISION NO. 6 ("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 ROCKWELL HOMES, INC, ("DEVELOPER"), whose mailing address is 3539 Briarcreek Lane, Suite E, Ammon, Idaho 83406.

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.

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, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 15th day of October, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Curtis Johnson, 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.

SHANNA RESENDIZ Exp. 11/27/2024 NOTARY PUBLIC Comm. No. 20182325 STATE OF IDAHO
(Seal)

Shanna Resendiz
Notary Public of Idaho
Residing at: Bonneville
My Commission Expires: 11-27-24

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
IVYWOOD DIVISION NO. 6

BEGINNING AT A POINT THAT IS S.89°16'01"E. ALONG THE SECTION LINE 1713.79 FEET AND S.00°43'57"W. 540.00 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF YORK SUBDIVISION, DIVISION NUMBER 1, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE S.89°16'01"E. ALONG SAID SOUTH BOUNDARY LINE 40.00 FEET TO THE SOUTHWEST CORNER OF SAID YORK SUBDIVISION, DIVISION NUMBER 1; THENCE S.00°43'59"W. 60.00 FEET; THENCE S.89°16'01"E. 815.62 FEET; THENCE S.03°00'04"E. 335.59 FEET; THENCE N.89°01'47"E. 287.99 FEET TO THE WEST BOUNDARY LINE OF GOOSE LAKE, DIVISION NUMBER 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE ALONG THE BOUNDARY LINE OF SAID GOOSE LAKE, DIVISION NUMBER 1 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°45'32"W. 57.84 FEET (RECORD= 57.86 FEET); THENCE S.89°14'28"E. 212.04 FEET; THENCE S.00°45'52"W. 141.22 FEET; THENCE S.14°29'49"W. 71.22 FEET; THENCE S.19°44'40"W. 118.04 FEET; THENCE N.89°47'34"W. 216.17 FEET; THENCE N.00°43'57"E. 70.60 FEET; THENCE N.89°16'03"W. 120.00 FEET; THENCE N.00°43'57"E. 7.63 FEET; THENCE N.89°16'03"W. 365.00 FEET; THENCE S.00°43'57"W. 3.00 FEET; THENCE N.89°16'03"W. 300.00 FEET; THENCE S.00°43'57"W. 3.16 FEET; THENCE N.89°16'03"W. 135.00 FEET; THENCE S.00°43'57"W. 53.84 FEET; THENCE N.89°16'03"W. 77.00 FEET; THENCE N.79°29'40"W. 104.51 FEET; THENCE N.00°43'57"E. 132.26 FEET; THENCE N.89°16'03"W. 10.42 FEET; THENCE N.00°43'57"E. 400.00 FEET; THENCE S.89°16'03"E. 4.71 FEET; THENCE N.00°43'57"E. 200.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.530 ACRES

EXHIBIT "B"
SPECIAL CONDITIONS

IVYWOOD DIVISION NO. 6

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Thirty-Two Thousand Six Hundred One Dollars and Forty-Five Cents ($32,601.45) (10,689) square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure 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 the time of CITY's 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 the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping 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. 6.00 Offsite Public Improvements This Subdivision requires the design and construction of public improvements (Roadway, water, sanitary sewer, storm sewer) in Ivywood Division No. 5. These public improvements are currently planned to be constructed by DEVELOPER for Ivywood Division No. 5. The public improvements for Ivywood Division No. 5 shall be installed and accepted by CITY prior to issuance of building permits for Ivywood Division No. 6, or DEVELOPER shall provide Financial Guarantee for both Division No. 5 and Division No. 6 prior to issuance of building permits. No Certificate of Occupancy shall be issued until improvement within Division No. 5 and Division No. 6 are accepted by CITY.

Memorandum

File #: 24-403 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, November 13, 2024
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 7

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 7 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 Ivywood Division No. 7 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 Ivywood Division No. 7 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 Ivywood Division No. 7. The Planning and Zoning Commission considered this item at its September 3, 2024, 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, and Engineering/Survey Divisions.

Fiscal Impact
NA

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

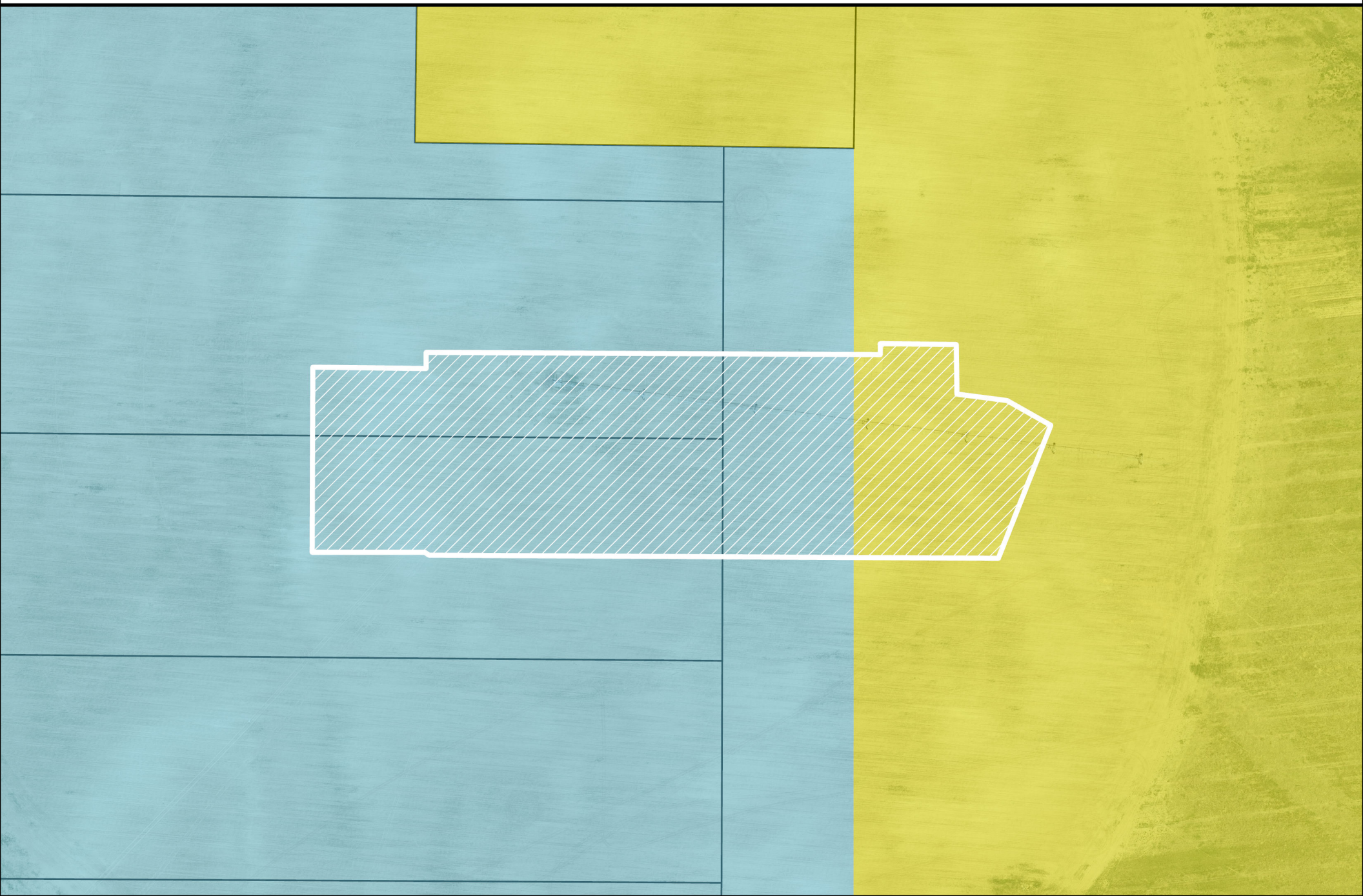
Zoning

PLT24-031 Ivywood Div 7

RE R1 TN R3 PB LC R&D I&M

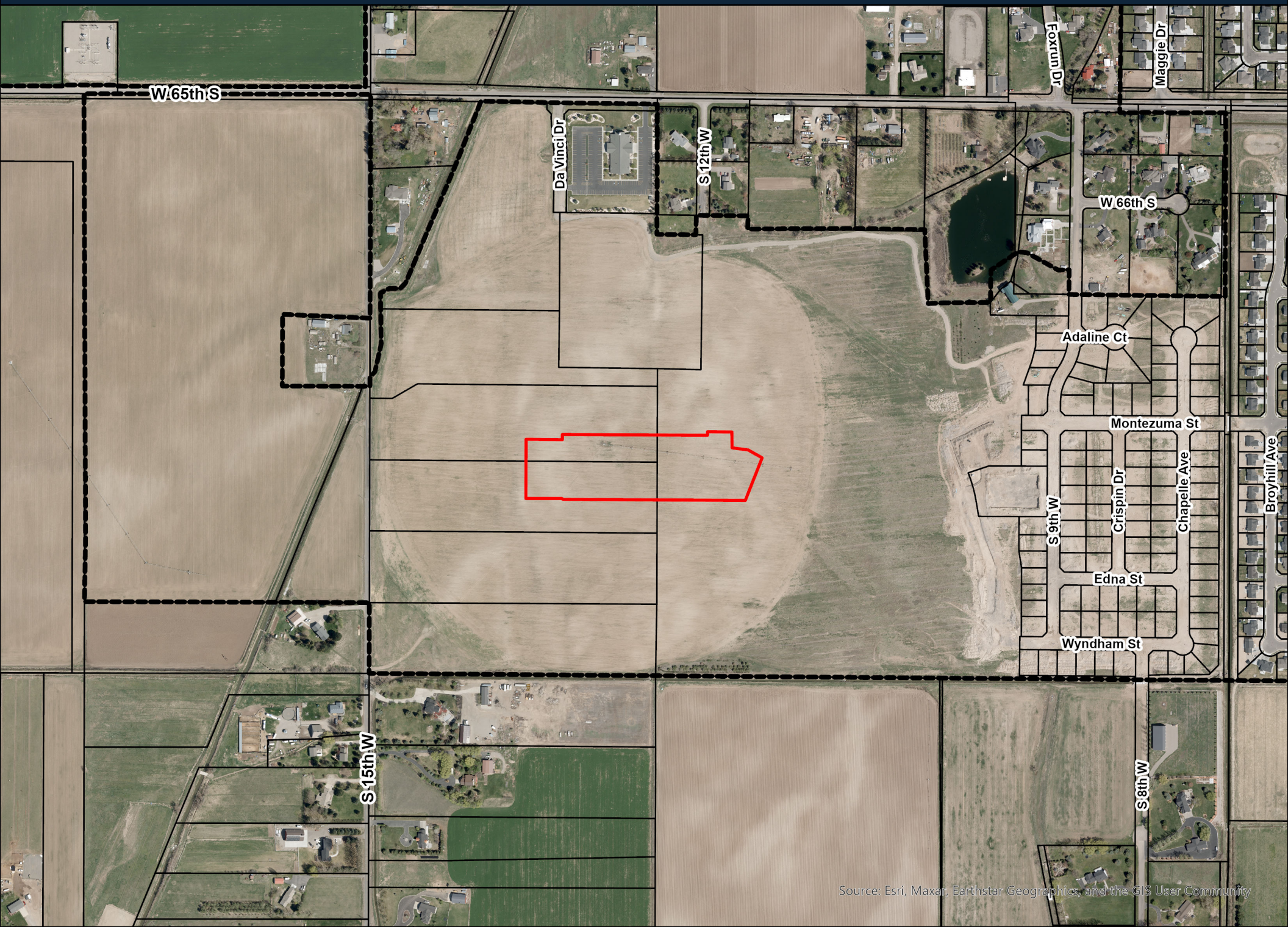
RP R2 RMH R3A CC HC LM P

N



Aerial

PLT24-031 Ivywood Div 7

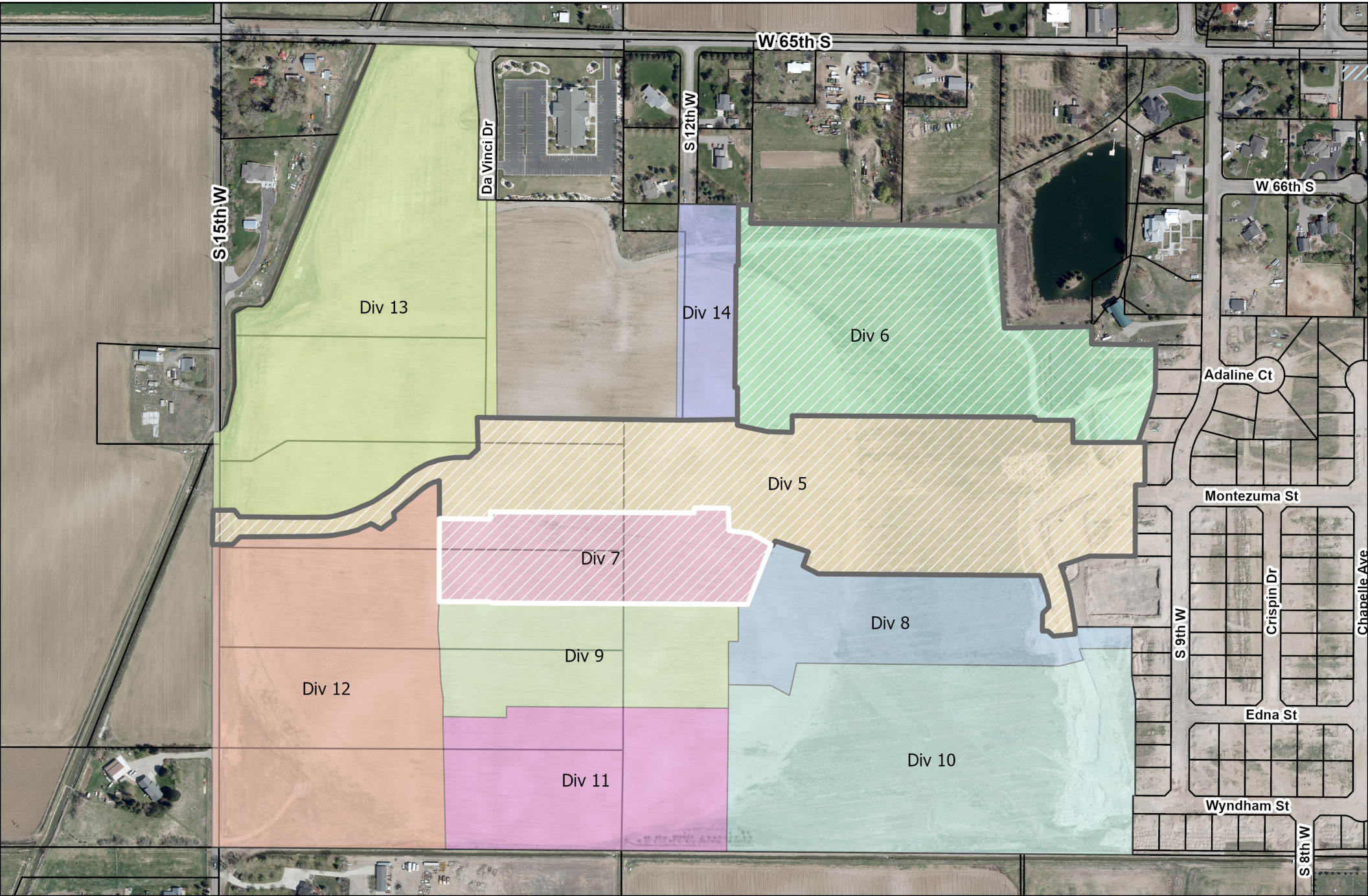


Preliminary Plat Divisions

PLT24-031 Ivywood Div 7

Div 5 Div 6 Div 7 Div 8 Div 9

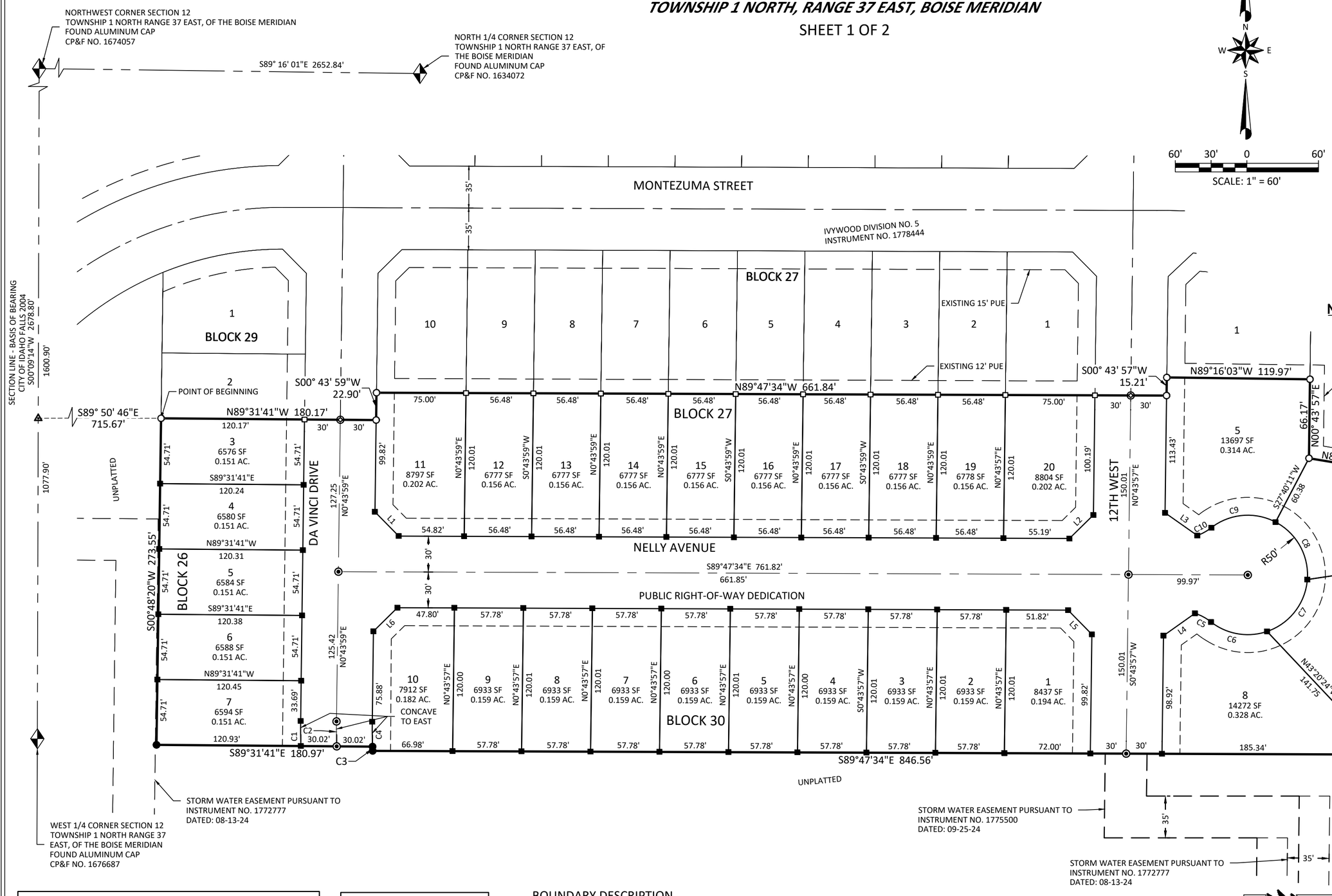
Div 10 Div 11 Div 12 Div 13 Div 14



IVYWOOD DIVISION NO. 7

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12
TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN

SHEET 1 OF 2



LEGEND

	ROADWAY CENTERLINE
	SECTION LINE
	LOT LINE
	PLAT BOUNDARY
	15' PUBLIC UTILITY EASEMENT (PUE) UNLESS OTHERWISE DESCRIBED OR DIMENSIONED
	EXISTING EASEMENT AS NOTED
□	FOUND 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
○	FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◎	FOUND 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
■	PLACED 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
●	PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
◉	PLACED 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 9369
◬	CALCULATED POINT
◈	PUBLIC LAND SURVEY SYSTEM (P.L.S.S.) CORNER AS NOTED
CP&F	CORNER PERPETUATION AND FILING RECORD
AC	ACRES
SF	SQUARE FEET

NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. AREA Of PUBLIC RIGHT-OF-WAY DEDICATION = 1.865 ACRES.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	21.02'	530.00'	2°16'21"	S00°24'12"E	21.02'
C2	20.88'	500.00'	2°23'36"	S00°27'49"E	20.88'
C3	3.57'	470.00'	0°26'05"	S02°00'49"E	3.57'
C4	24.31'	470.00'	2°57'51"	S00°44'56"E	24.31'
C5	15.32'	45.00'	19°30'44"	N61°41'07"W	15.25'
C6	49.68'	50.00'	56°56'00"	N80°23'45"W	47.66'
C7	58.24'	50.00'	66°44'02"	S37°46'14"W	55.00'
C8	58.24'	50.00'	66°44'02"	S28°57'48"E	55.00'
C9	57.01'	50.00'	65°19'34"	N85°00'24"E	53.97'
C10	13.52'	45.00'	17°13'08"	N60°57'11"E	13.47'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	N44°31'48"W	28.41'
L2	S45°28'11"W	28.15'
L3	S54°51'09"E	33.00'
L4	S54°38'44"W	32.32'
L5	S44°31'49"E	28.41'
L6	S45°28'12"W	28.15'

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS S.00°09’14”W. ALONG THE SECTION LINE 1600.90 FEET AND S.89°50’46”E. 715.67 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°48’20”W. 273.55 FEET; THENCE S.89°31’41”E. 180.97 FEET TO A POINT ON A CURVE WITH A RADIUS OF 470.00 FEET AND A CHORD BEARING S.02°00’49”E. 3.57 FEET; THENCE TO THE LEFT ALONG SAID CURVE 3.57 FEET THROUGH A CENTRAL ANGLE OF 00°26’05”; THENCE S.89°47’34”E. 846.56 FEET; THENCE N.20°59’29”E. 211.56 FEET; THENCE N.58°29’29”W. 73.08 FEET; THENCE N.80°39’00”W. 76.69 FEET; THENCE N.00°43’57”E. 66.17 FEET; THENCE N.89°16’03”W. 119.97 FEET; THENCE S.00°43’57”W. 15.21 FEET; THENCE N.89°47’34”W. 661.84 FEET; THENCE S.00°43’59”W. 22.90 FEET; THENCE N.89°31’41”W. 180.17 FEET TO THE POINT OF BEGINNING. CONTAINING 7.124 ACRES

NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY ROCKWELL HOMES TO DESIGN A SUBDIVISION PLAT BEING KNOWN AS IVYWOOD, DIVISION NUMBER 7. THE SUBDIVISION IS LOCATED IN A PARCEL OF LAND AS PURSUANT TO CORPORATION WARRANTY DEED INSTRUMENT NUMBER 1523017. SECTION CORNER CONTROL USED FOR THIS PLAT IS THE NORTHWEST CORNER PURSUANT TO INSTRUMENT NUMBER 1674057 AND THE WEST 1/4 CORNER PURSUANT TO INSTRUMENT NUMBER 1676687. ALSO CONTROLLING IVYWOOD, DIVISION NUMBER 7 PLAT ARE BOUNDARY MONUMENTS FROM IVYWOOD, DIVISION NUMBER 5 PURSUANT TO INSTRUMENT NUMBER 1778444 ALONG THE NORTH BOUNDARY LINE OF IVYWOOD, DIVISION NUMBER 7. IVYWOOD.

ATTACHED HOMES NOTIFICATION

LOTS 3 - 7, BLOCK 26, LOTS 11 - 20, BLOCK 27, AND LOTS 1 - 10, BLOCK 30 ARE PLATTED FOR USE BY ATTACHED SINGLE UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

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

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402
343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24035
DATE:	November 12, 2024
CAD NAME:	24035 FINAL PLAT.DWG

IVYWOOD DIVISION NO. 7

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12
TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS IVYWOOD DIVISION NO. 7, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF SAID EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____ , 202__.

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CURTIS JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT, OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS IVYWOOD DIVISION NO. 7, 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.



TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THE BOUNDARY DESCRIPTION SHOWN HEREON ARE CURRENT.

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 8/5/24 INSTRUMENT NO. 1772222

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____ , 202____.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
CHRIS CANFIELD PE 10551 KENNETH BALDWIN ROBERTS, PLS 9755

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, IVYWOOD DIVISION NO. 7, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

BASIS OF BEARINGS

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

EXAMINING SURVEYORS'S CERTIFICATE

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223

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

OFFICES AT:
1331 Fremont Ave.
Idaho Falls, Idaho 83402

343 E 4th N, Suite 119
Rexburg, Idaho 83440

SURVEYED BY:	A. SNARR
DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24035
DATE:	November 12, 2024
CAD NAME:	24035 FINAL PLAT.DWG

STAFF REPORT

FINAL PLAT
IVYWOOD DIVISION NO. 7

November 26, 2024

IDAHO FALLS

Community Development Services

Applicant: Eagle Rock Engineering

Owner: Rockwell Homes

Project Manager: David Peterson

Location: Generally, north of W 81st South, east of S 15th West, south of Montezuma St, and west of S 9th West.

Size: Approximately 7.124
Lots: 29

Existing Zoning:
Site: R3A, R1
North: R3A
South: R3A
East: R1
West: R3A

Existing Land Uses:
Site: Ag/Vacant
North: Ag/Vacant
South: Ag/Vacant
East: Residential
West: Ag/Vacant

Future Land Use Map:
Suburban

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To **approve** the Final Plat for Ivywood Division No. 7 by the Mayor and City Council.

History: This property was annexed into the City in 2006 with an initial zoning of R-1 and R-3A. The R1 portion of the property was rezoned to R3A in 2021. A preliminary plat was submitted for review in 2021 and approved in July 2023 after a completed traffic study was submitted to the City and approved by City staff and offsite improvements agreed to with Bonneville County.

Staff Comments: The property is currently zoned R3A, Residential Mixed Use, and R1, Single Dwelling Residential. The final plat includes 29 buildable lots on approximately 7.124 acres of land with a gross density of 4.07 lots per acre.

Access will come from Ivywood Division No. 5 with the extension of Da Vinci Dr and S 12th W. A new local street, Nelly Ave, will be dedicated connecting S 12th W and Da Vinci Dr. All new streets will be local streets constructed with a 60' right-of-way. All lots meet the requirements of the Subdivision Ordinance and the standards of the R3A and R1 Zones. Approval of Division No. 7 is dependent on the public improvements from Division No. 5 being complete and accepted by Public Works.

The Comprehensive Plan designates this area as Suburban which denotes existing or planned residential areas in close proximity or with easy vehicular access to regional commercial service areas that provide daily household needs.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances and recommends approval of Ivywood Division No. 7.

Transportation Plan: Montezuma St – Residential Collector; Da Vinci Dr, S 12th West – Local Streets

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A – all lots are residential.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A – no lots adjoin arterial streets.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Nelly Ave – Local Street

Zoning Ordinance:

11-3-5: PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the PR, Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.

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

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18) (Ord. 3310, 6-18-20) (Ord. 3452, 3-31-22) (Ord. 3496, 12-8-22)

September 3, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Marsha McDaniel, Bill Scott, Forrest Ihler, Arnold Cantu.

MEMBERS ABSENT: Glen Ogden, Dale Storer

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Brian Stevens Planner, Jacob Beck, Esq, Assistant City Attorney, 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 August 6, 2024, Cantu seconded the motion. The motion passed unanimously.

Business:

4. PLT 24-031: FINAL PLAT FOR Ivywood Division No. 7.

Applicant: No one appeared.

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

Scott asked if DaVinci Drive has anything built there yet. Peterson stated that DaVinci is in Division 13 and 12th west is in Division 14. Division 5 will bring Montezuma to 15th W and 12th W and DaVinci will come down from Montezuma before it connects to the existing streets. Scott asked if there is a reason these are being piece meal. Peterson stated that 12th West and DaVinci were originally considered in this division, but the applicant is not the only property owner, and the other owner was not ready to move forward with the expansion of the roads, so they talked with the City Engineer to extend Montezuma to connect to 15th W while they figure out the extension of roads they do not have control over. Ihler stated that Division 5 is going to City Council soon, so they could develop that and that would give another connection in the area from 15th West to 5th W. Peterson stated that they cannot approve Division7 until the road is completed and accepted by Public Works. Scott clarified that Division 5 will be the 1st to be developed. Peterson stated that all the public improvements have to be put in before Division 6 or Division 7 can go through. Ihler stated that Division 5 is the connecting piece.

Scott moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Division No. 7. McDaniel seconded the motion. Ihler called for roll call vote: Cantu, yes; Ihler, yes; Scott, yes; McDaniel, yes. Motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT FOR IVYWOOD DIVISION NO. 7 GENERALLY LOCATED NORTH OF W 81ST SOUTH, EAST OF S 15TH WEST, SOUTH OF MONTEZUMA STREET, AND WEST OF S 9TH WEST.

WHEREAS, the applicant filed an application for a final plat on June 12, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 3, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 26, 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 approximately 7.124 acres generally located north of W 81st South, east of S 15th West, south of Montezuma St, and west of S 9th West.
3. The property is currently zoned R1, Single Dwelling Residential, and R3A, Residential Mixed Use.
4. The final plat includes 29 buildable lots.
5. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The final plat is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT
IVYWOOD DIVISION NO. 7

This DEVELOPMENT AGREEMENT IVYWOOD DIVISION NO. 7 ("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 ROCKWELL HOMES, INC, ("DEVELOPER"), whose mailing address is 3539 Briarcreek Lane, Suite E, Ammon, Idaho 83406.

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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

By _____

Corrin Wilde, City Clerk

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

ROCKWELL HOMES, INC.

By _____

Curtis Johnson, Vice-President

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, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 1 day of November, 2024, before me, the undersigned, a notary public, in and for said State, personally appeared Curtis Johnson, 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.

(Seal) SPENCER REEVES Exp. 09/6/2030 NOTARY PUBLIC Comm. No. 20243365 STATE OF IDAHO

Spencer Reeves
Notary Public of Idaho
Residing at: Bonneville
My Commission Expires: 9/6/2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
IVYWOOD DIVISION NO. 7

BEGINNING AT A POINT THAT IS S.00°09'14"W. ALONG THE SECTION LINE 1600.90 FEET AND S.89°50'46"E. 715.67 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.00°48'20"W. 273.55 FEET; THENCE S.89°31'41"E. 180.97 FEET TO A POINT ON A CURVE WITH A RADIUS OF 470.00 FEET AND A CHORD BEARING S.02°00'49"E. 3.57 FEET; THENCE TO THE LEFT ALONG SAID CURVE 3.57 FEET THROUGH A CENTRAL ANGLE OF 00°26'05"; THENCE S.89°47'34"E. 846.56 FEET; THENCE N.20°59'29"E. 211.56 FEET; THENCE N.58°29'29"W. 73.08 FEET; THENCE N.80°39'00"W. 76.69 FEET; THENCE N.00°43'57"E. 66.17 FEET; THENCE N.89°16'03"W. 119.97 FEET; THENCE S.00°43'57"W. 15.21 FEET; THENCE N.89°47'34"W. 661.84 FEET; THENCE S.00°43'57"W. 22.90 FEET; THENCE N.89°31'41"W. 180.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.123 ACRES

EXHIBIT "B"
SPECIAL CONDITIONS

IVYWOOD DIVISION NO. 7

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Fifteen Thousand Nine Hundred Thirty-Three Dollars and Twenty Cents ($15,933.20) (5,224 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure 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 the time of CITY's 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 the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping 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. 6.00 Offsite Public Improvements This Subdivision requires the design and construction of public improvements (Roadway, water, sanitary sewer, storm sewer) in Ivywood Division No. 5. These public improvements are currently planned to be constructed by DEVELOPER for Ivywood Division No. 5. The public improvements for Ivywood Division No. 5 shall be installed and accepted by CITY prior to issuance of building permits for Ivywood Division No. 7. DEVELOPER acknowledges the status of these public improvements to be installed by Ivywood Division No. 5. DEVELOPER shall be responsible for the installation and acceptance of these public improvements should Ivywood Division No. 5 fail to install public improvements as currently planned.

Memorandum

File #: 24-404 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Wednesday, November 13, 2024
DEPARTMENT: Community Development Services

Subject
Final Plat and Reasoned Statement of Relevant Criteria and Standards, Idaho Falls Fire Station 6

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Accept or Approve the Final Plat for the Idaho Falls Fire Station 6 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the Idaho Falls Fire Station 6 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Idaho Falls Fire Station 6. The Planning and Zoning Commission considered this item at its November 12, 2024, 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, and Engineering/Survey Divisions.

Fiscal Impact
NA

Legal Review

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

Zoning

PLT24-048 Idaho Falls Fire Station 6

RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



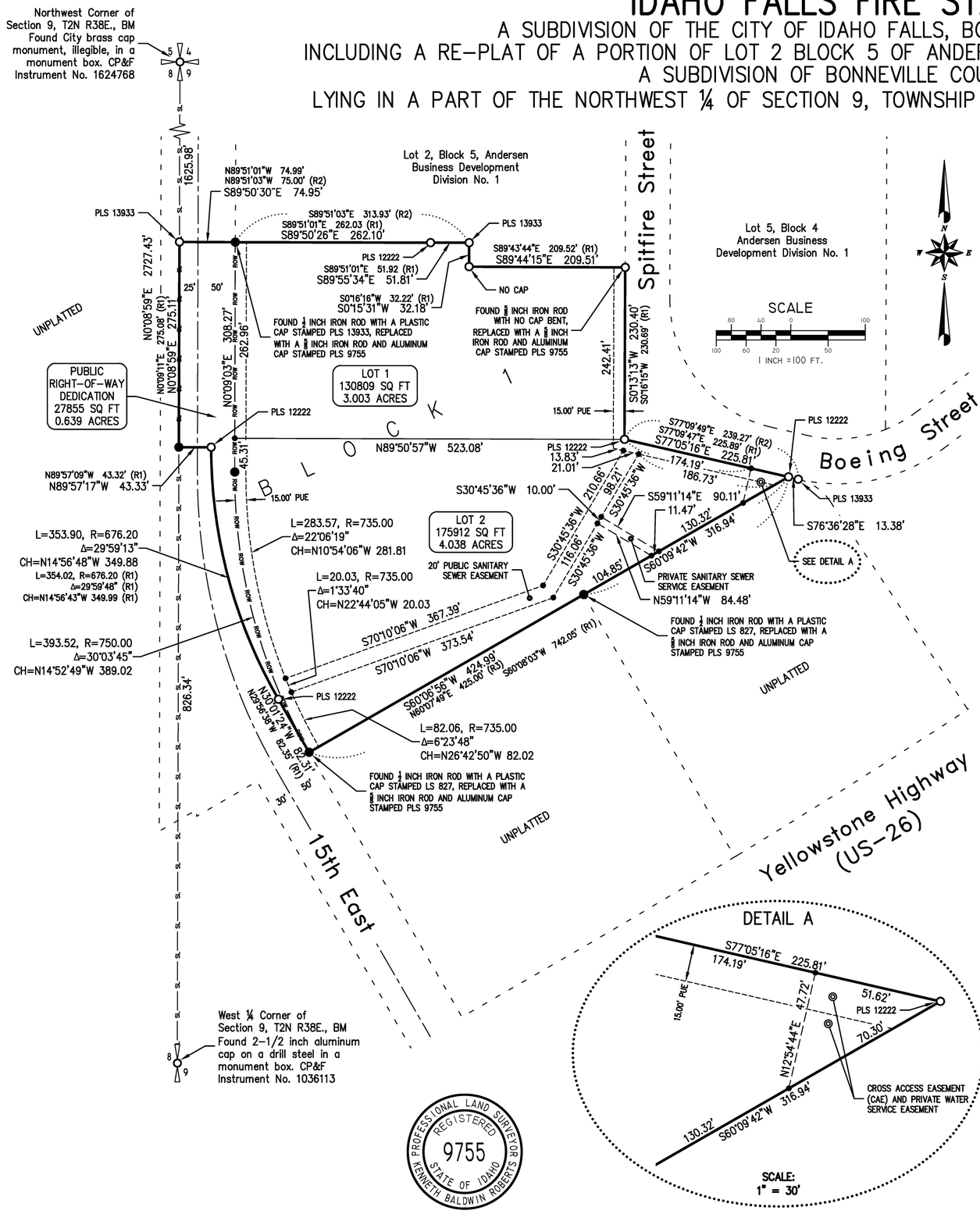
Aerial

PLT24-048 Idaho Falls Fire Station 6



IDAHO FALLS FIRE STATION 6

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO,
INCLUDING A RE-PLAT OF A PORTION OF LOT 2 BLOCK 5 OF ANDERSEN BUSINESS DEVELOPMENT DIVISION NO. 1,
A SUBDIVISION OF BONNEVILLE COUNTY, IDAHO
LYING IN A PART OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN.



PROFESSIONAL LAND SURVEYOR REGISTERED 9755 STATE OF IDAHO KENNETH BALDWIN ROBERTS

BASIS OF BEARINGS

All measured bearings shown hereon relate directly to the "City of Idaho Falls Coordinate System of 2004", which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion, [reference frame NAD_83(2011), epoch 2010.0000]. The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

SURVEYOR'S NARRATIVE

The purpose of this survey is to subdivide lands owned by The City of Idaho Falls, Idaho, that was conveyed by Warranty Deed filed with the Office of the Recorder for Bonneville County, Idaho, under instrument 1732278.

The record of survey filed with the Office of the Recorder for Bonneville County, Idaho, under instrument 1740523 is the primary document used retrace the subdivision boundary shown. The found monument evidence established by said survey is agreed with on this plat as representative of original boundary lines. There are minor differences in measurement shown that are consistent with the regular errors associated with normal surveying practices.

A title discrepancy was discovered between two deeds granted from Quarter Circle "O" Ranch Inc. to Bonneville County. The first grant was by quitclaim deed instrument number 672922, dated November 5, 1984. The second by a warranty deed granted by Quarter Circle "O" Ranch Inc. to Richard I. Clayton Sr. on instrument number 971064, dated June 19, 1998. The two conveyances overlap by around two, (2), feet. The found monuments that I took measurements of on said survey corroborate the physical location of the parcel and the overlap. The second warranty deed listed above appears to be based on measurements made on a Record of Survey by Garth Cunningham LS 827, filed under instrument number 969457 on June 1, 1998. Garth is now deceased so no explanation by him could be made. It is clear from the context of the survey that Garth intended to follow the line of the earlier County quitclaim deed based on his line orientation and proximity to the mathematical location of the County parcel. All evidence I could ascertain on the face of his survey map lead me to believe that the survey was performed in good faith, and that Garth had some reason to discard parts of the tie lines between the point of commencement and the point of beginning on said County quitclaim deed. I accepted his position as controlling on my survey. Several other surveys that followed Garth's boundary location have also accepted his line as controlling. (1732278, 1320421)

NOTES

1. FLOOD PLAIN: The project is within area designated as Zone X on the FEMA Community-Panel Number 1600270070 D, Revised April 2, 2002.
2. That portion of Lot 1, Block 1 being a replatted part of Lot 2, Block 5 of Andersen Business Development Division No. 1 is subject to the terms, conditions, and provisions of a Development Agreement pursuant to instrument number 1597971, Dated: December 11, 2018.

LEGEND

- SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED PLS 9755
- FOUND 5/8 INCH IRON ROD AS NOTED
- SET 5/8 INCH IRON ROD WITH ALUMINUM CAP MARKED PLS 9755
- NOTHING FOUND AND NOTHING SET (CALCULATED POSITION)
- PLSS SECTION CORNER FOUND
- PLSS QUARTER CORNER FOUND
- SL —— SL —— SECTION AND SECTION-SUBDIVISION LINES
- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING BOUNDARY LINE, NOT BEING ESTABLISHED BY THIS SURVEY
- ROW —— ROW —— PUBLIC RIGHT-OF-WAY BOUNDARY
- PUBLIC UTILITY EASEMENT (PUE) BOUNDARY LINE
- PRIVATE EASEMENT BOUNDARY LINE, ITS USE AS DESCRIBED HEREON, (SEE OWNER'S DEDICATION FOR GRANT)

(R1) = WARRANTY DEED INSTRUMENT NO. 1732278 AND RECORD OF SURVEY, INSTRUMENT NO. 1740523 BY PLS 12222
(R2) = ANDERSEN BUSINESS DEVELOPMENT DIVISION NO. 1, INSTRUMENT NO. 1597972
(R3) = WARRANTY DEED INSTRUMENT NUMBER 971064, AND RECORD OF SURVEY, INSTRUMENT NO. 969457, BY LS 827
CP&F = CORNER PERPETUATION AND FILING RECORD
SQ FT = SQUARE FEET
Δ = DELTA ANGLE OF CURVE
CH = CHORD BEARING AND DISTANCE
L = LENGTH OF CURVE
R = RADIUS OF CURVE

IDAHO FALLS PUBLIC WORKS

IDAHO FALLS FIRE STATION SIX
A SUBDIVISION OF IDAHO FALLS IDAHO
NW ¼ SECTION 9, T 2 N, R 38 E, BM

SCALE: 1 INCH = 100 FEET
PLOT DATE: (SEE PLOT STAMP FAR LEFT)
SHEET NO. 1 OF 2

E:\6-SURVEY BY DEPARTMENT\FIRE\Fire Station Six - North 15th East\ACAD\CITY REVIEW FILE\Fire Station N 15th East and Yellowstone Plat.dwg, 11/6/2024 11:04:19 AM

STAFF REPORT

FINAL PLAT
IDAHO FALLS FIRE STATION 6

November 26, 2024

IDAHO FALLS

Community Development Services

Applicant: City of Idaho Falls

Owner: City of Idaho Falls

Project Manager: Naysha Foster

Location: Generally located north of N Yellowstone Hwy, east of N 15th E, south of Piper St, and west of Spitfire St.

Size: Approximately 7.681
Lots: 2

Existing Zoning:
Site: I&M
North: County C-2
South: I&M
East: County C-2
West: County IM-3 & C-2

Existing Land Uses:
Site: Vacant
North: Vacant
South: Commercial
East: Vacant
West: Industrial

Future Land Use Map:
Industrial

Attachments:
1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To **approve** the Final Plat for Idaho Falls Fire Station 6.

History: This property was annexed into the City in August of this year (2024) with an initial zoning of I&M, Industrial and Manufacturing. The final plat application was submitted September 19, 2024.

Staff Comments: The final plat includes 2 buildable lots on approximately 7.681 acres of land. Lot 1 is approximately 3 acres and lot 2 is approximately 4 acres. The 2 lots will access Spitfire Street, a local County Street. Lot 1 will have access to N 15th E, a minor arterial, for emergency vehicles only. Additional Right-of-way will be dedicated to N 15th E. This property is being platted to construct a fire station on lot 1. The plan for development of lot 2 is unknown at this time. There are no minimum or maximum lot requirements or lot frontage width standards.

The I&M Zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. The Comprehensive Plan designates this area as Industrial. The industrial transect denotes this area for all varieties of industrial and manufacturing operations and facilities.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances. Staff and the Planning and Zoning Commission recommend approval of the final plat.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance.

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	N/A
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets.

Zoning Ordinance:

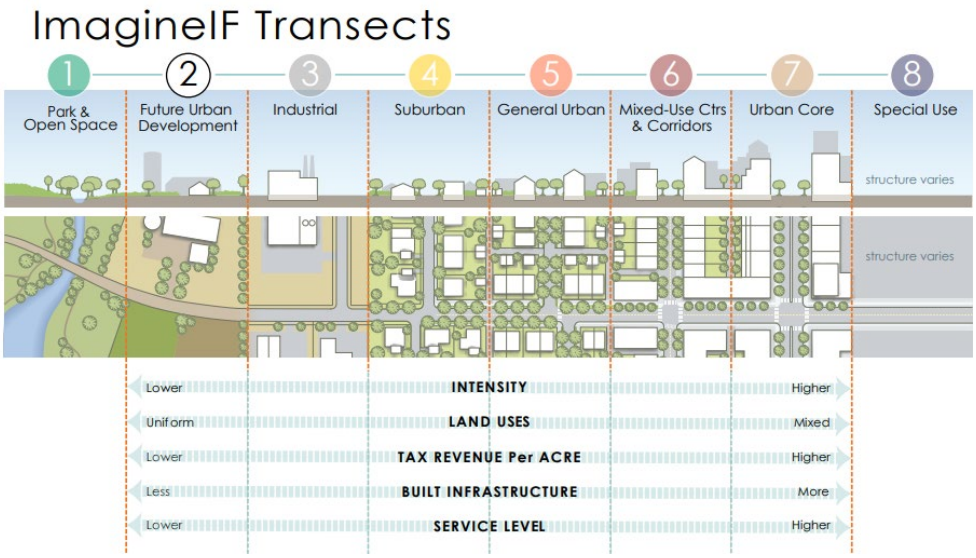
11-3-7: PURPOSE OF INDUSTRIAL ZONES

(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

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.		

Comprehensive Plan Land Use Transects: pg. 60-70





5. **General Urban**

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

Local examples: Bonnavista Addition, Johns Height Subdivision, Jennie Lee Addition, Bell-Aire, Linden Park, Linden Trails, Falls Valley

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF IDAHO FALLS FIRE STATION 6, GENERALLY LOCATED NORTH OF N YELLOWSTONE HIGHWAY, EAST OF N 15TH E, SOUTH OF PIPER STREET, WEST OF SPITFIRE STREET.

WHEREAS, the applicant filed an application for a final plat on September 19, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 12, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 26, 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 approximately 7.681 acres of land located north of N Yellowstone Hwy, east of N 15th E, south of Piper Street, west of Spitfire Street.
3. The final plat includes 2 buildable lots.
4. Access to the subdivision lots will come from Spitfire Street with an access to N 15th E to lot 1 for emergency vehicles only.
5. The plat complies with all requirements of the Subdivision Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the requirements of the I&M, Industrial and Manufacturing 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

Memorandum

File #: 24-398 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, November 12, 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 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East.

Council Action Desired
☒ Ordinance ☒ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Ordinance annexing approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East; assign a Comprehensive Plan Designation of "Industrial;" 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 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 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 I&M, Industrial and Manufacturing, which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. On October 1, 2024, the Planning and Zoning Commission unanimously voted to recommend approval of the annexation with initial zoning of I&M 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 professional surveyors in the Public Works Engineering Division.

Fiscal Impact
NA

Legal Review
This application and ordinance have been reviewed by the Legal Department for consistency with state statues.

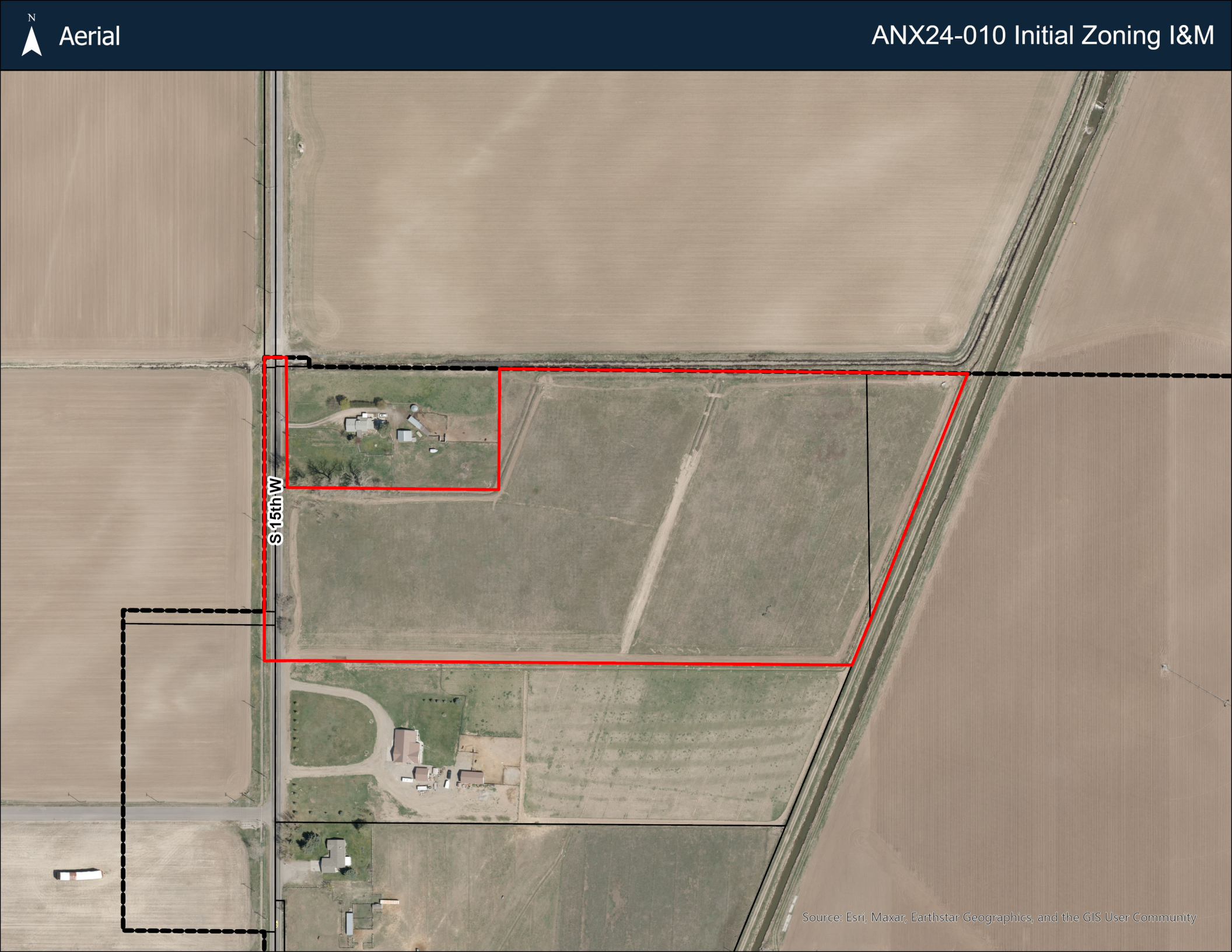
Zoning

ANX24-010 Initial Zoning I&M

RE R1 TN R3 PB LC R&D I&M

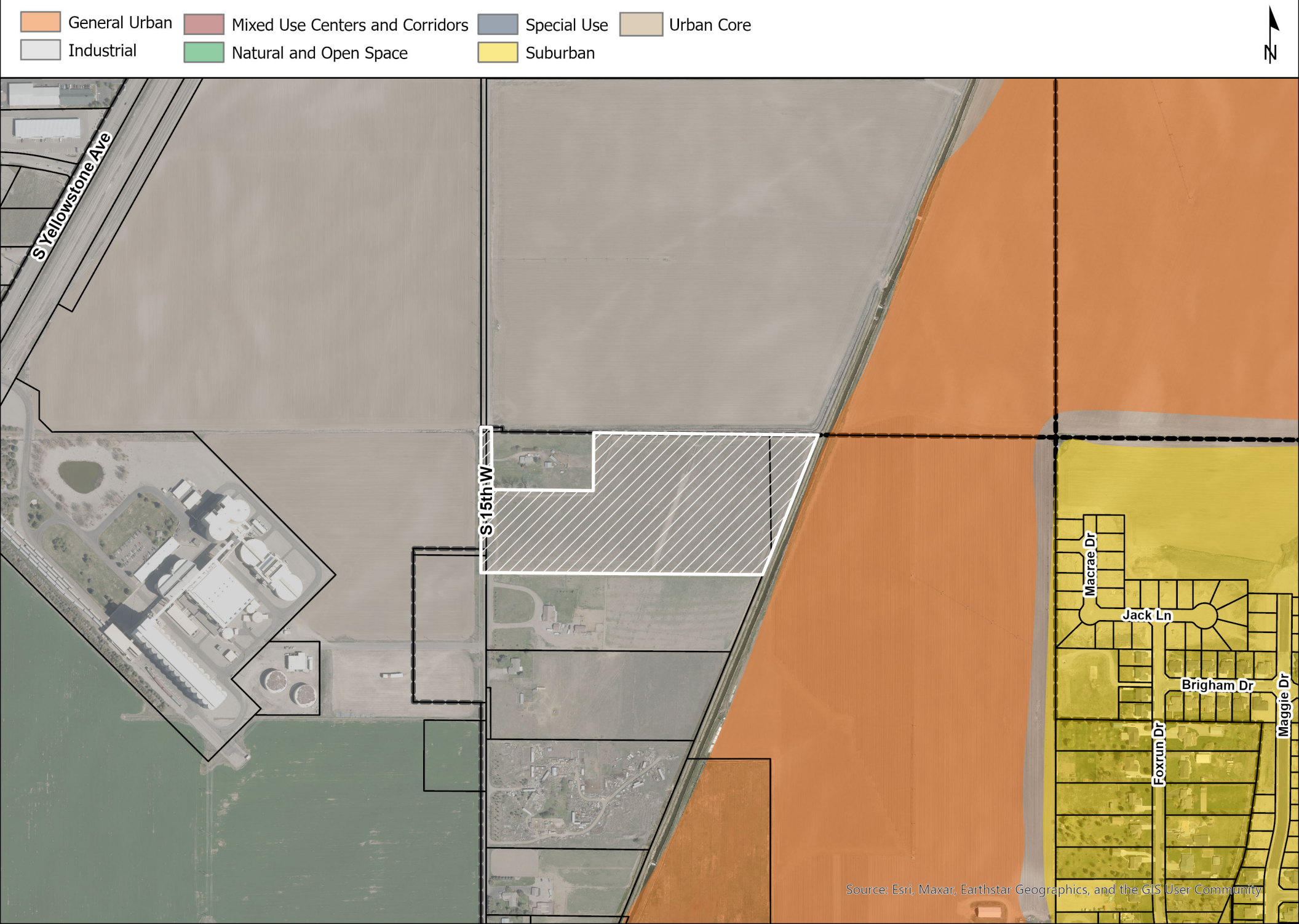
RP R2 RMH R3A CC HC LM P




N
Aerial
ANX24-010 Initial Zoning I&M
S15thW
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Comprehensive Plan

ANX24-010 A Initial Zoning I&M



October 1, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

MEMBERS PRESENT: Commissioners Glen Ogden, Dale Storer, Bill Scott, Forrest Ihler.

MEMBERS ABSENT: Marsha McDaniel, Arnold Cantu.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, David Peterson Planner, Naysha Foster, Caitlin Long Planner, Michael Kirkham, Esq, City Attorney, and interested citizens.

CALL TO ORDER: Ihler called the meeting to order at 7:00 p.m.

MINUTES: Ihler moved to accept the minutes of September 3, 2024, Scott seconded the motion. The motion passed unanimously.

Public Hearing:

1. ANX 24-010: ANNEXATION AND INITIAL ZONING OF I&M.

Ogden opened the public hearing.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Ave. Idaho Falls, Idaho. Roland stated that this is 18.86 acres near Anheuser Bush, and they are asking for annexation with the initial zone of I&M.

Storer asked where the water and sewer will be provided to the property. Roland indicated down 15th West.

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

Ogden confirmed that the property owner and homeowner are not the same.

Storer asked if water and sewer were in the vicinity. Long indicted they are close and will be addressed within the development agreement.

Support/Opposition:

Tom Seamons, 5915 South 15th West, Idaho Falls, Idaho. His property is adjacent to the property with the horseshoe driveway to the South. Seamons stated that the water could be a problem, as this property is owned by Sawyer Corp - Coca Cola, and in doing research online he has found that the Sawyer Corporation built a facility in Colorado Springs and put in a building spanning 3.3 acres with 140 employees and that maybe what they are planning that for this site. Seamons stated that the bottling facility has problems with water as they use a lot of water, because it takes 1.57 liters to make 1 liter bottle of product. If the City doesn't have enough water at this point, a facility like this could be a problem. Sawyer Corp is a Chinese investment company and if the City doesn't have the water to facilitate what they are building, then it would be difficult to get approval for drawing water from the aquifer at this point in time given the agricultural concern over water. Seamons stated that to get enough water to run a facility that size needs to be answered. Seamons stated that in Mexico they built a bottling facility that had to be shut down because they depleted the aquifer to the point that the City didn't have water. Seamons wants that looked into when they find out what the plan is for the property. Seamons stated that they have not been good neighbors. It has been a weed patch filled with gophers. Seamons stated that he does have irrigation water that goes along the east and south side of the property and a ditch that runs through there and he wants that taken care of during the planning process. Seamons stated that if that facility is open 24 hours a day it will create a lot of noise, and he is not excited about having Coca Cola distribution next door to him.

Long stated that there is an 18" water line and a 20" sewer are right in front of the property and in S 15th West. Storer asked if a line that size can service a large facility.

Ogden stated that this is a zoning and annexation of the property.

Seamons stated that previously there was property to be developed to the south and they were told that the sewer line going to the Budweiser plant was private and they couldn't hook on, so they backed away from development, as they were under the impression that sewer and water was going to be brought in by Air Gas for that property. Seamons feels there is conflict in information as he understood there was water, but not sewer as the sewer was privately owned by Budweiser.

Ogden closed the public hearing.

Ihler stated that the public comment is concerning and right now they are only looking at a zoning issue and that is the freedom that the planning commission has, and he has always seen this area as an up-and-coming industrial area. It fits the comprehensive plan and is contingent to I&M. Ihler stated that if there are concerns those will be addressed in the appropriate meetings.

Storer is pleased to see the property being zoned concurrently with the annexation as that makes a difference in terms of being able to control what goes in the property. Storer stated that if you annex unzoned you are rolling the dice.

Scott stated that he feels it is straight forward for this meeting for annexation and zoning and it fits the comprehensive plan.

Ogden stated that there will be more insight and another chance to discuss. Ogden would not feel comfortable in suggesting another zone in this area.

Scott moved to approve the recommend to the Mayor and City Council approval of the Annexation of 18.866 acres of the N ½ of the SW ¼ of Sec 1, T 1 N, R 37 E, with initial zoning of I&M. Storer seconded the motion. Ogden called for roll call vote: Storer, yes; Ihler, yes; Ogden, yes; Scott, yes. The motion passed unanimously.

STAFF REPORT

ANNEXATION OF 18.866 ACRES
N ½ of the SW ¼ of Sec 1, T 1N, R 37E
INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING

November 26, 2024

IDAHO FALLS

Community Development Services

Applicant: Eagle Rock Engineering

Owner: Swire Pacific Holdings Inc

Project Manager: Caitlin Long

Location: Generally located north of W 65th S, east of S 5th W, south of W 49th S extended, and west of the Butte Arm Canal.

Size: Approximately 18.866 Acres

Zoning:
Existing: County M-1A
North: I&M, County A-1
South: County A-1,
East: County A-1
West: County A-1. I&M

Proposed Zoning: I&M

Existing Land Uses:
Site: Vacant
North: Industrial/Agricultural
South: Agricultural
East: Agricultural
West: Industrial/Agricultural

Future Land Use Map:
Industrial

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Allowed Uses
4. Annexation Exhibit
5. Maps & Aerial Photos

Requested Action: To **approve** of the annexation and initial zoning of I&M, Industrial and Manufacturing.

Annexation: This annexation was requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the north and west property lines. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is I&M. This zone provides an industrial zone in which the primary use of the land is manufacturing, fabricating, processing, and warehousing.

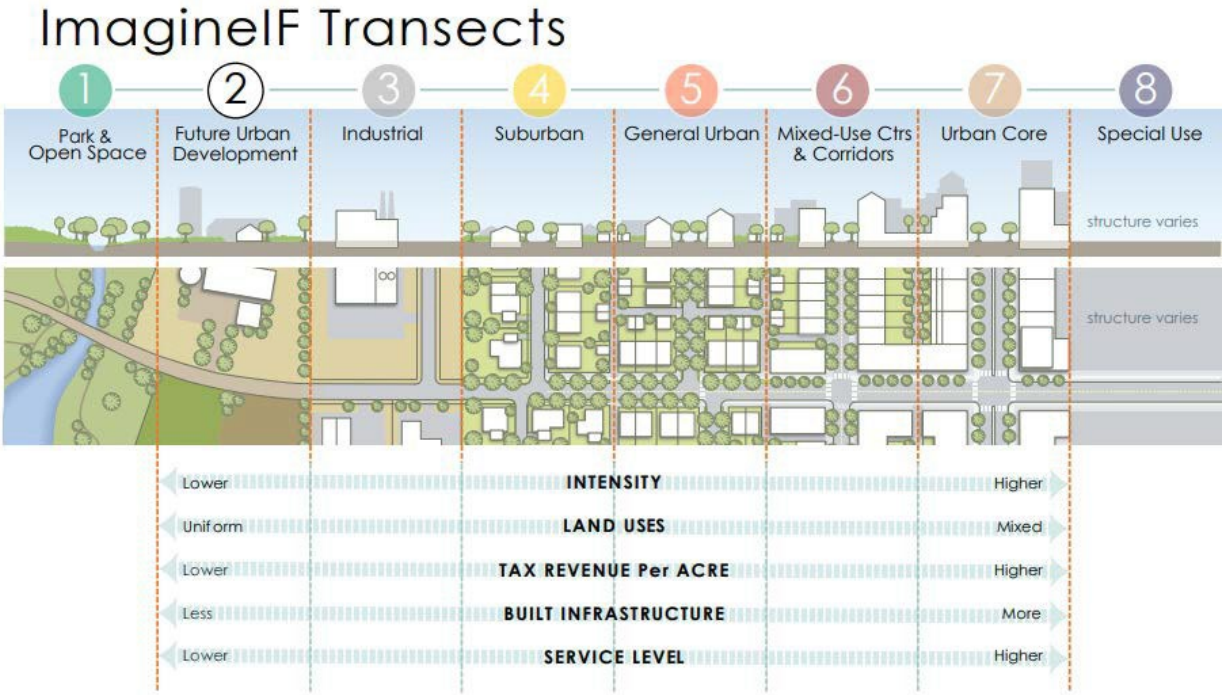
Staff Comments: The Comprehensive Plan designates this area as Industrial. Being an industrial zone, the I&M Zone complies with the requirements of the Comprehensive Plan and the surrounding land uses. Access for this property will come S 15th W, a major collector, and utilities are in the area to serve the property.

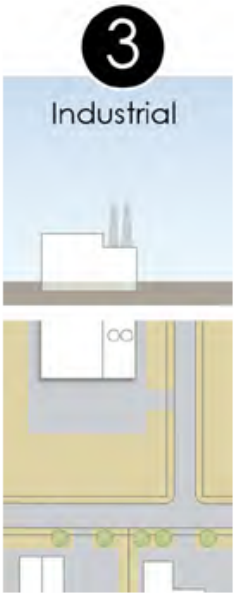
The annexation includes prescriptive Right-of-Way along S 5th W. Industrial development of the property will be required to buffer and screen from neighboring residential uses.

Staff Recommendation: Staff has reviewed the annexation and initial zoning application and finds that it is consistent with the Comprehensive Zoning Code and the City's Comprehensive Plan. Staff recommends approval of the annexation and initial zoning of I&M.

Comprehensive Plan Land Use

Transects: pg. 60-70





3. **Industrial**

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

Zoning Ordinance:

11-3-7: PURPOSES 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 manufacturing, fabricating, processing, and warehousing. Land zones 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)

11-2-5: 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		
Dry Cleaning	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		

Proposed Land Use Classification	LM	I&M	R&D	P
Food Store	P	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	
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) (Ord. 3574, 6-13-24)

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 18.866 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 _____, 2024.

_____
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 18.866 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____
Corrin Wilde, City Clerk

(SEAL)

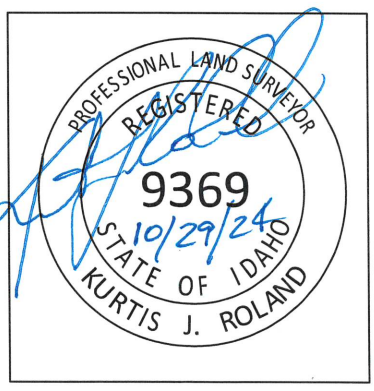
EXHIBIT "A"

LEGAL DESCRIPTION (Page 1 of 1)

BEGINNING AT A POINT THAT IS N.00°00'50"E. ALONG THE SECTION LINE 20.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; RUNNING THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE 25.00 FEET TO THE EAST PRESCRIPTIVE RIGHT-OF-WAY LINE OF 5TH WEST; THENCE SOUTHERLY ALONG SAID EAST PRESCRIPTIVE RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°00'50"W. 20.00 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 1; (2) THENCE S.00°00'40"W. 270.00 FEET; THENCE S.89°24'37"E. 475.00 FEET; THENCE N.00°00'40"E. 270.00 FEET TO SAID EAST-WEST CENTER SECTION LINE OF SAID SECTION 1 AND SAID SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462 AND SAID EAST-WEST CENTER SECTION LINE A DISTANCE OF 1051.42 FEET; THENCE S.22°27'46"W. 590.52 FEET; THENCE S.22°11'57"W. 120.71 FEET; THENCE N.89°16'06"W. 1280.34 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE S.89°59'56"W. INTO SECTION 2 OF SAID TOWNSHIP 1, RANGE 37 EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EXTENDED EASTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940; THENCE NORTHERLY ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°00'40"E. 657.10 FEET; (2) THENCE N.00°00'43"E. 20.26 FEET TO SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2462 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 18.866 ACRES

Submitted By:
Firm Name: EAGLE ROCK ENGINEERING
Contact Name: KURT ROLAND
Phone Number: 208-542-2665
Email: kroland@eaglerockengineering.com

Overall Document Page Range _____of_____



RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE
AS INSTRUMENT NO. _____

ANNEXATION ORDINANCE # _____

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND BEING SITUATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, ALSO BEING SITUATED IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 1, NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, CITY OF IDAHO FALLS IDAHO

ORDINANCE NO. 2462

FOUND ALUMINUM CAP
NORTHWEST CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1631320

FOUND ALUMINUM CAP
CENTER QUARTER CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1280851

S89°24'37"E 25.00'

S00°00'50"W 20.00'

S89°24'37"E 500.00'

S89°24'37"E 1051.42'

S89° 24' 37"E
1100.21'

WEST QUARTER CORNER
CP&F NO. 801041

S89°24'37"E 25.00'

N00°00'43"E 20.26'

S00°00'40"W 270.00'

NOT ANNEXED

N00°00'40"E 270.00'

S89°24'37"E 475.00'

100' 50' 0 100'

SCALE: 1" = 100'

ORDINANCE NO. 1940

N00°00'40"E 657.10'

N00°00'41"E 657.10'

S22°27'46"W 590.52'

NOT ANNEXED

S22° 11' 57"W
120.71'

ANNEXATION
TOTAL ACREAGE = 18.866

S89°59'56"W 25.00'

N89°16'06"W 1280.34'

NOT ANNEXED

1987.34'
S00° 00' 40"W

FOUND ALUMINUM CAP
SOUTHWEST CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1674057

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
10/29/24
STATE OF IDAHO
KURTIS J. ROLAND

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS N.00°00'50"E. ALONG THE SECTION LINE 20.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; RUNNING THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE 25.00 FEET TO THE EAST PRESCRIPTIVE RIGHT-OF-WAY LINE OF 5TH WEST; THENCE SOUTHERLY ALONG SAID EAST PRESCRIPTIVE RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°00'50"W. 20.00 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 1; (2) THENCE S.00°00'40"W. 270.00 FEET; THENCE S.89°24'37"E. 475.00 FEET; THENCE N.00°00'40"E. 270.00 FEET TO SAID EAST-WEST CENTER SECTION LINE OF SAID SECTION 1 AND SAID SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462 AND SAID EAST-WEST CENTER SECTION LINE A DISTANCE OF 1051.42 FEET; THENCE S.22°27'46"W. 590.52 FEET; THENCE S.22°11'57"W. 120.71 FEET; THENCE N.89°16'06"W. 1280.34 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE S.89°59'56"W. INTO SECTION 2 OF SAID TOWNSHIP 1, RANGE 37 EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EXTENDED EASTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940; THENCE NORTHERLY ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°00'40"E. 657.10 FEET; (2) THENCE N.00°00'43"E. 20.26 FEET TO SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2462 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 18.866 ACRES

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

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24026
SCALE:	1"=100'
DATE:	10/29/24
CAD NAME:	24026_Swire ANNEX.dwg

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 18.866 ACRES GENERALLY LOCATED NORTH OF WEST 65TH SOUTH, EAST OF SOUTH 6TH WEST, SOUTH OF WEST 49TH SOUTH EXTENDED, AND WEST OF THE BUTTE ARM CANAL.

WHEREAS, the applicant filed an application for annexation on August 14, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 1, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 26, 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 18.866 acres generally located north of W 65th S, east of S 5th W, south of W 49th S extended, and west of the Butte Arm Canal.
3. This property is in the Area of Impact and included in the Comprehensive Plan Map.
4. The property is contiguous to City limits along the north and west property lines.
5. The annexation was initiated by the property owner.
6. City utilities are in the vicinity of this property.
7. The Comprehensive Plan designates this area as Industrial.
8. Idaho Falls Planning and Zoning Commission recommended approval of annexation.
9. The proposed annexation is consistent with the policies of the Comprehensive Plan.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor

Memorandum

File #: 24-399 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Tuesday, November 12, 2024
DEPARTMENT: Community Development Services

Subject
Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of I&M, Industrial and Manufacturing, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 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 I&M, Industrial and Manufacturing as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings; and request that it be read by title and published by summary; that the City limits documents be amended to include the area annexed herewith; and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of I&M, Industrial and Manufacturing and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is part 2 of 2 of the application for Annexation and Initial Zoning of I&M, Industrial and Manufacturing which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 18.866 acres in the N ½ of the SW ¼ of Section 1, Township 1 North, Range 37 East. The Planning and Zoning Commission considered this item at its October 1, 2024, meeting and unanimously voted to recommended approval of the annexation with initial zoning of I&M to the Mayor and City Council 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 proposed actions have been reviewed by the Legal Department and found to be compliant with applicable State statute.

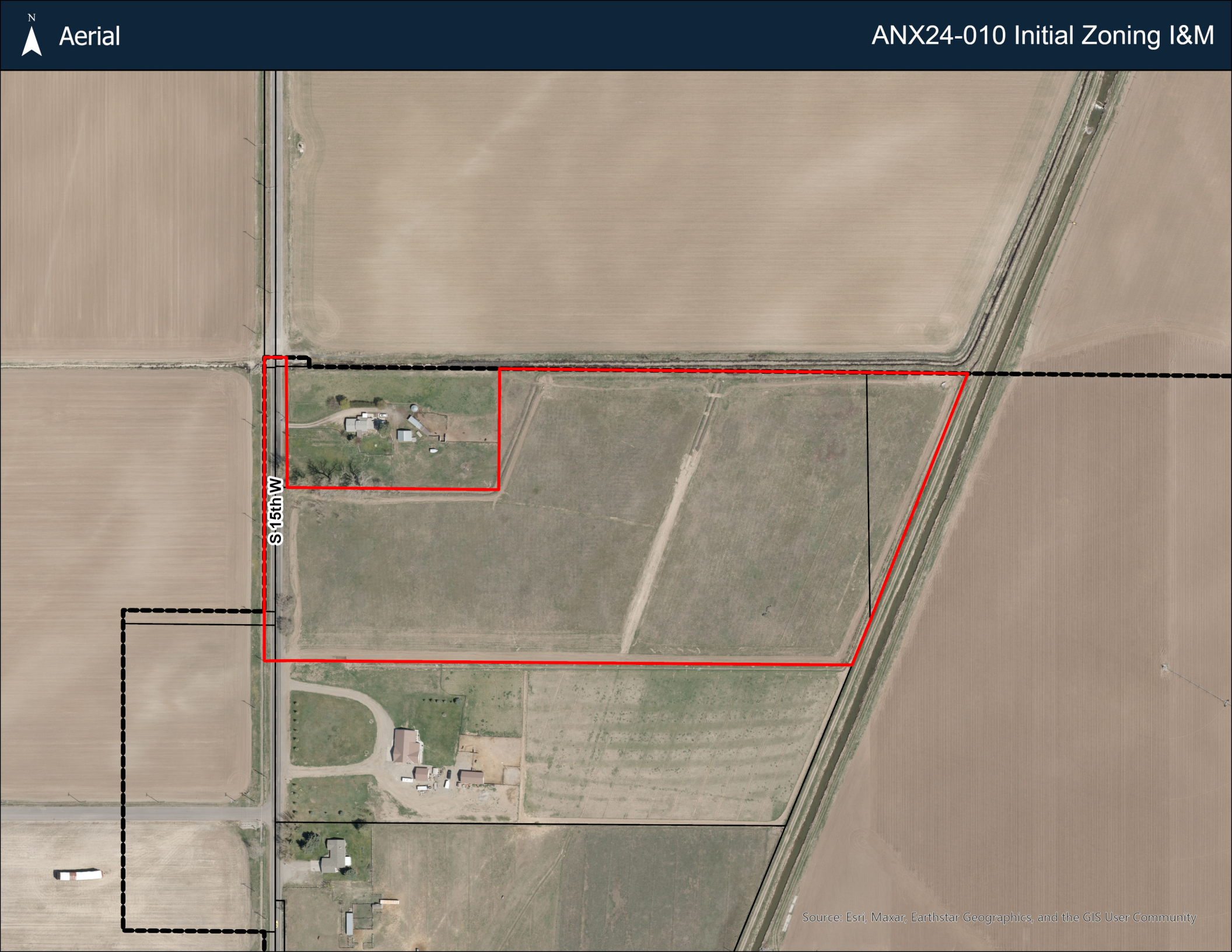
Zoning

ANX24-010 Initial Zoning I&M

RE R1 TN R3 PB LC R&D I&M

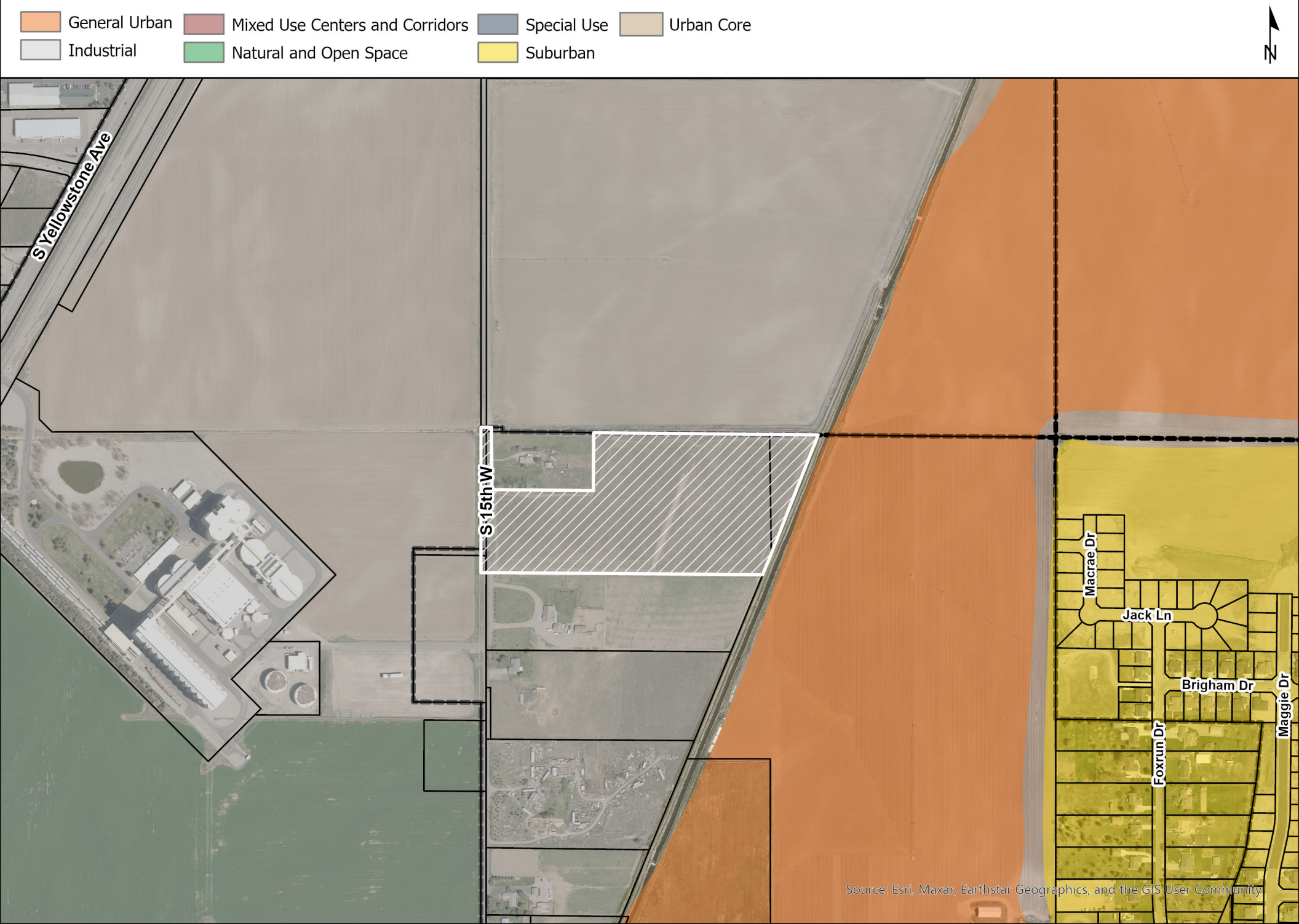
RP R2 RMH R3A CC HC LM P




N
Aerial
ANX24-010 Initial Zoning I&M
S15thW
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Comprehensive Plan

ANX24-010 A Initial Zoning I&M



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 18.866 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Industrial"; 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 "Industrial"; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 1, 2024, and recommended approval of zoning the subject property to I&M Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on November 26, 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 Industrial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as I&M Zone.

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

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this_____day of_____, 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 INITIAL ZONING OF APPROXIMATELY 18.866 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M, INDUSTRIAL AND MANUFACTURING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

_____

Corrin Wilde, City Clerk

(SEAL)

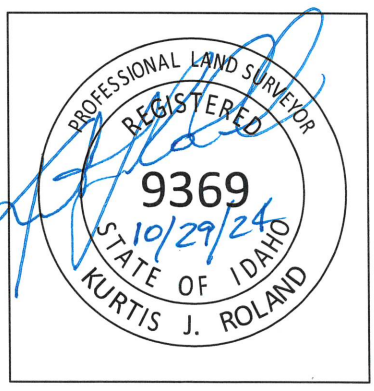
EXHIBIT "A"

LEGAL DESCRIPTION (Page 1 of 1)

BEGINNING AT A POINT THAT IS N.00°00'50"E. ALONG THE SECTION LINE 20.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; RUNNING THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE 25.00 FEET TO THE EAST PRESCRIPTIVE RIGHT-OF-WAY LINE OF 5TH WEST; THENCE SOUTHERLY ALONG SAID EAST PRESCRIPTIVE RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°00'50"W. 20.00 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 1; (2) THENCE S.00°00'40"W. 270.00 FEET; THENCE S.89°24'37"E. 475.00 FEET; THENCE N.00°00'40"E. 270.00 FEET TO SAID EAST-WEST CENTER SECTION LINE OF SAID SECTION 1 AND SAID SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462 AND SAID EAST-WEST CENTER SECTION LINE A DISTANCE OF 1051.42 FEET; THENCE S.22°27'46"W. 590.52 FEET; THENCE S.22°11'57"W. 120.71 FEET; THENCE N.89°16'06"W. 1280.34 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE S.89°59'56"W. INTO SECTION 2 OF SAID TOWNSHIP 1, RANGE 37 EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EXTENDED EASTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940; THENCE NORTHERLY ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1940 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°00'40"E. 657.10 FEET; (2) THENCE N.00°00'43"E. 20.26 FEET TO SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2462; THENCE S.89°24'37"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2462 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 18.866 ACRES

Submitted By:
Firm Name: EAGLE ROCK ENGINEERING
Contact Name: KURT ROLAND
Phone Number: 208-542-2665
Email: kroland@eaglerockengineering.com

Overall Document Page Range _____of_____



RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE
AS INSTRUMENT NO. _____

ANNEXATION ORDINANCE # _____

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL OF LAND BEING SITUATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, ALSO BEING SITUATED IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 1, NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, CITY OF IDAHO FALLS IDAHO

ORDINANCE NO. 2462

FOUND ALUMINUM CAP
NORTHWEST CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1631320

FOUND ALUMINUM CAP
CENTER QUARTER CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1280851

S89°24'37"E 25.00'

S00°00'50"W 20.00'

S89°24'37"E 500.00'

S89°24'37"E 1051.42'

S89° 24' 37"E
1100.21'

WEST QUARTER CORNER
CP&F NO. 801041

S89°24'37"E 25.00'

N00°00'43"E 20.26'

S00°00'40"W 270.00'

NOT ANNEXED

N00°00'40"E 270.00'

S89°24'37"E 475.00'

100' 50' 0 100'

SCALE: 1" = 100'

ORDINANCE NO. 1940

N00°00'40"E 657.10'

N00°00'41"E 657.10'

S22°27'46"W 590.52'

NOT ANNEXED

S22° 11' 57"W
120.71'

ANNEXATION
TOTAL ACREAGE = 18.866

S89°59'56"W 25.00'

N89°16'06"W 1280.34'

NOT ANNEXED

1987.34'
S00° 00' 40"W

FOUND ALUMINUM CAP
SOUTHWEST CORNER
SECTION 1, TOWNSHIP 1 NORTH,
RANGE 37 EAST, BOISE MERIDIAN
CPF NO. 1674057

PROFESSIONAL LAND SURVEYOR
REGISTERED
9369
10/29/24
STATE OF IDAHO
KURTIS J. ROLAND

BOUNDARY DESCRIPTION

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DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24026
SCALE:	1"=100'
DATE:	10/29/24
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REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF I&M, INDUSTRIAL AND MANUFACTURING APPROXIMATELY 18.866 ACRES, GENERALLY LOCATED NORTH OF WEST 65TH SOUTH, EAST OF SOUTH 5TH WEST, SOUTH OF WEST 49TH SOUTH EXTENDED, AND WEST OF THE BUTTE ARM CANAL.

WHEREAS, the applicant filed an application for annexation on August 14, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 1, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 26, 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 18.866 acres generally located north of W 65th S, east of S 5th W, south of W 49th S extended, and west of Butte Arm Canal.
3. The Comprehensive Plan designates this area as Industrial.
4. The proposed zoning consists of 18.866 acres of I&M Zone. The proposed zones are consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of the I&M Zone.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2024

_____

Rebecca L. Noah Casper - Mayor