IDAHO FALLS



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting
680 Park Avenue

Thursday

February 13, 2025

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President

John Radford
Council Seat 5

Jim Freeman
Council Seat 6

Michelle Ziel-Dingman
Council Seat 1

Jim Francis
Council Seat 4

Kirk Larsen
Council Seat 3

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

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

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

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

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

Public Comment Guidelines

Speakers are encouraged to:

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

Public Hearing Guidelines

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

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

City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, February 13, 2025 **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. Airport:

1) Approval - Award a Professional Services Agreement for Parking and Revenue Control Equipment **25-151**

Attachments: IFRA 2025 PARCS RFP Evaluation Matrix

B. Municipal Services:

1) Quote, Software and License Renewal for Information Technology **25-144**

Attachments: ArcticWolf Renewal 2025-2026

C. Public Works:

1) Bid Award - 49th South, Providence Point to Stanfield Lane Expansion **25-149**

Attachments: 49th Street Widening Improving Map and Bid Tab

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. Community Development Services:

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Fanning Park Division No. 1, First Amended. **25-145**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Fanning Park Division No. 1, First Amended. The Planning and Zoning Commission considered this item at its June 04, 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 Fanning Park Division No. 1, First Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

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

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

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 26. **25-146**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 26. 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 Fairway Estates Division No. 26 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 Fairway Estates Division No. 26 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate) and grant the block length variance.

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 26 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

B. Airport:

1) Resolution - Accepting the Grant Offer of the Idaho Transportation Department, Division of Aeronautics, Airport Aid Program, FS Program# F258IDA, Project# AIP046 and Statement of Acceptance **25-153**

The Idaho Department of Transportation, Division of Aeronautics, offers grant opportunities as part of its Idaho Airport Aid Program. This program helps Idaho airports with various infrastructure or capital projects. Annual funding from the State of Idaho varies. In 2025 an offer in the amount of $15,000 was extended to IDA. These funds will be applied to the local match required by FAA AIP grants for the terminal expansion.

Action Item:
Approve the resolution accepting an Idaho Airport Aid Program grant offer to the Idaho Falls Regional Airport from the Idaho Transportation Department - Division of Aeronautics to expand the terminal (or take other action deemed appropriate).

Attachments: Grant Award Ltr
ITD Grant Agreement

C. Municipal Services:

1) IF 25-008, 2025 Commercial Water Meter Materials for Public Works **25-147**

Bids were received on Friday, January 31, 2024, with a total of 6 bids received. This purchase will provide commercial water meter materials for commercial Water Division projects.

Action Item:
Accept and approve the bids from the lowest responsive and responsible bidders by section to Core and Main and Ferguson Waters for a total of $402,857.66 (or take other action deemed appropriate).

Attachments: Bid Tabulation - IF 25-008 2025 Commercial Water Meter Materials

D. Public Works:

1) Federal Highway Administration (FHWA) Carbon Reduction Program Funding Agreement **25-150**

Attached for your consideration is a funding Agreement with the Idaho Transportation Department that will provide for the purchase of four or more electric-hybrid drivetrain vans to be used by GIFT.

Action Item:
Approve the FHWA Carbon Reduction Program Funding Agreement and authorize the Mayor to sign the necessary documents in support of Attached for your consideration is a funding Agreement with the Idaho Transportation Department that will provide for the purchase of four or more electric-hybrid drivetrain vans to be used by Greater Idaho Falls Transit (GIFT) (or take other action deemed appropriate).

Attachments: GIFT KN 24706 Agreement

2) Bid Award - Anderson Street Water Line Upgrades, Holmes Avenue to North Boulevard **25-152**

On Thursday, February 6, 2025, bids were received and opened for the Anderson Street Water Line Upgrades, Holmes Avenue to North Boulevard project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate a contract with the lowest responsive bidder to replace aging water line within Anderson Street.

Action Item:
Approve the plans and specifications; award to the lowest responsive, responsible bidder, HK Contractors, Inc., in the amount of $1,604,007.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Anderson Water Line Upgrade Map and Bid Tab

E. Idaho Falls Power:

1) IFP 25-05 FHWA Charging and Fueling Infrastructure Grant - Idaho Falls Electric Vehicle (EV) Chargers - Blink Network, LLC **25-148**

City Council approved the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure Grant on August 22, 2024. The materials portion of the grant is roughly budgeted for $2.3 million out of a total grant award of $3,753,570.00 (Federal Grant - $3,002,856, recipient share - $750,714.00). Idaho Falls Power (IFP) solicited quotes from qualified vendors to supply DC Fast Charging and Level 2 Charging equipment for four City of Idaho Falls corridor EV charging locations. 17 proposals were received and put through a product grading process based on technical approach, cost, experience and qualifications, project management and references. There were three competitive vendors with Blink Network, LLC providing the lowest quote and the highest quality.

Action Item:
Accept and approve Blink Network, LLC's proposal to supply NEVI-compliant EV charging equipment at a not-to-exceed cost of $1,451,616.00 (or take other action deemed appropriate).

Attachments: Bid tab and Blink combined

6. Announcements

7. Adjournment

Memorandum

File #: 25-151 **City Council Meeting**

FROM: Ian Turner, Airport Director
DATE: Thursday, February 13, 2025
DEPARTMENT: Airport

Subject
Approval - Award a Professional Services Agreement for Parking and Revenue Control Equipment

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the award of a professional services agreement for parking and revenue control equipment to DGM Systems, a Pacific Cascade Corporation Company as the lowest responsive proposal (or take other action deemed appropriate).

Description, Background Information & Purpose
Parking and revenue control equipment at the Idaho Falls Regional Airport is more than 20 years old and beyond its useful life. The Request for Proposal 25-001, *Parking and Revenue Control System (PARCS)*, was issued to the public on November 6, 2024. When the request closed on December 11, 2024, eleven proposals were received. Evaluation of the proposals took place in January 2025. DGM Systems, a Pacific Cascade Corporation Company, was the highest rated proposer.

Alignment with City & Department Planning Objectives



☒ ☒ ☐ ☐ ☐ ☐ ☐ ☒

This item supports provisions to ensure reliable public infrastructure and transportation needs while fostering innovative and sound fiscal management.

Interdepartmental Coordination
The airport engaged staff from the Finance and Information Technology Divisions of Municipal Services to assist in the evaluation process. Airport staff also worked with the Legal Department as described below.

Fiscal Impact
The cost for the new system equipment is $253,206. The license plate reader camera option is $62,500 for up to 10 lanes. Monthly support services are $1,701. Funds to cover these costs are available in the 2025 Airport Budget to facilitate this work.

Legal Review

The Legal Department worked on the request for proposal document and the professional services agreement.

Idaho Falls Regional Airport — Summary — 2025 PARCS Equipment RFP Evaluation

Evaluation Criteria	BFC	DGM Systems	Flash Parking	Flowbird	IPParking	Metropolis Technology	Mobile Smart City #1	Mobile Smart City #2	Parking Boxx	Secom International	Sloan Security	T2 Systems	Weight / % of Evaluation
Format	9	8.5	13	10	12	13	2	2	10.5	11	9	12	5%
Criterion 1. Experience and Certifications	4.5	15	14.5	10	11	8	9	9	11	8.5	7	9	10%
Criterion 2. Project Team and Organization	8.5	13	13.5	13	11.5	12	8	8	7	10	7	12.5	20%
Criterion 3. Project and Local Area Understanding	8.5	15	13	9.5	10	8	3	3	4.5	5	6	6.5	25%
Criterion 4. Cost of Installation, Operating, and Maintaining System	4	11.5	11.5	11	10.5	6	6.5	6.5	14	8	7.5	5	25%
Criterion 5. Firm's Project Schedule and Milestone Identification	7	13	15	10	6	14	8.5	8.5	10	12	11.5	4	15%
OVERALL EVALUATION SCORE	6.775	13.1	13.175	10.725	10.025	9.45	6.25	6.25	9.15	8.45	7.65	7.475	

Rating Points:
5 = Highest Rank, 1 = Lowest Rank

Memorandum

File #: 25-144 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, February 3, 2025
DEPARTMENT: Municipal Services

Subject
Quote, Software and License Renewal for Information Technology

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the quote from VLCM for a total of $93,967.19 effecting a purchase as described below (or take other action deemed appropriate).

Description, Background Information & Purpose
This purchase renews software and licenses for the City's use of Artic Wolf software and professional services to monitor network traffic. The renewal includes access to the Artic Wolf managed risk platform to monitor network vulnerabilities and alerts to Information Technology staff.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

This action supports the good governance community-oriented result by protecting the city's information technology resources.

Interdepartmental Coordination
Review of the information technology plan has been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact
Funds for this purchase are budgeted in the 2024/25 Municipal Services Department, Information Technology Division software and license budget.

Legal Review
The Legal Department concurs that the desired Council action complies with state statute.

VLCM
852 E Arrowhead Ln
Salt Lake City, Utah 84107
United States
(P) 8012629277

Quotation (Open)

Date
Jan 13, 2025 12:54 PM MST

Modified Date
Jan 13, 2025 02:30 PM MST

Quote #
458510 - rev 1 of 1

Description
Artic Wolf Renewal Yr 3 Payment

SalesRep
Barney, Alisha
(P) 8012629277

Customer Contact
Nilsson, Joseph
(P) 208-612-8118
jnilsson@idahofalls.gov

Customer
City of Idaho Falls (14113)
Nilsson, Joseph
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Bill To
City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

Ship To
City of Idaho Falls
ACCOUNTS, PAYABLE
308 Constitution
Idaho Falls, ID 83402
United States
(P) 208-612-8244
(F) 208-612-8103

#	Description	Part #	Tax	Qty	Unit Price	Total
	3 Year Subscription Renewel Paid Annually					
	Subscription Dates 03/13/2025-03/12/2026					
	Year 3 Payment					
1	Arctic Wolf Plus Server License - Gold	AW-PLUSSERVER-GOLD	Yes	150	$114.67	$17,200.50
2	Arctic Wolf Plus User License - Gold	W-PLUSUSER-GOLD	Yes	350	$158.97	$55,639.50
3	Arctic Wolf 200 Series Sensor	AW-MDR-2XX-S	Yes	4	$1,732.11	$6,928.44
4	Arctic Wolf MDR Log Retention - 1 year	AW-MDR-1YR	Yes	500	$9.61	$4,805.00
5	Arctic Wolf MDR Office 365 user license	AW-MDR-O365	Yes	625	$15.03	$9,393.75
6	Arctic Wolf Security Operations Warranty	AW-WARRANTY1000	Yes	1	$0.00	$0.00
7	Arctic Wolf Platform - Base Platform	AW-PLATFORMBASE	Yes	1	$0.00	$0.00

Subtotal:	**$93,967.19**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$93,967.19**

Customer Acknowledgment and Agreement
The purchase and use of goods, services, or other offerings are subject to applicable terms and conditions, including the vendor's privacy policies and usage agreements. These documents may vary by vendor and product type. Customers can request copies of the relevant terms and policies from the VLCM Sales Team at any time.

This proposal is also subject to acceptance of VLCM's standard terms and conditions, which are available for review at www.vlcmtech.com/terms. Please note that VLCM may charge a convenience fee for credit card transactions.

https://arcticwolf.com/terms/msa/
12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription, then such party must notify the other party no less than sixty **(60) days prior to the expiration of the then-current Subscription Term**.

Customer Signature

_____

Memorandum

File #: 25-149 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, February 5, 2025
DEPARTMENT: Public Works

Subject
Bid Award - 49th South, Providence Point to Stanfield Lane Expansion

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, HK Contractors, Inc., for $270,236.90, which includes the base bid and bid alternate 1; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Tuesday, February 4, 2025, bids were received and opened for the 49th South, Providence Point to Stanfield Lane Expansion project. A tabulation of bid results is attached. The purpose of the proposed project bid award is to contract with the lowest bidder to perform widening of the north side of 49th South in front of the Brookside subdivision.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

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

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

Fiscal Impact
Cost allocation for this project will come from the Street Capital Improvement Fund. 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 proposed Council action complies with the requirements of Idaho Code § 67-2805.

2-38-33-3-STR-2024-31

2025-008

powered by Legistar™

IMPROVEMENT DRAWINGS

CRESTWOOD WARD ACCESS & 49TH STREET WIDENING

1925 EAST 49TH SOUTH, IDAHO FALLS, ID 83401 | PERMIT SET, APR 2024

SHEET INDEX

GENERAL	
1/G0.0	COVER SHEET
2/G1.0	GENERAL NOTES
SURVEY	
3/V1.0	EXISTING CONDITIONS MAP
CIVIL	
4/C2.0	PLAN AND PROFILE I (CHURCH
5/C2.1	PLAN AND PROFILE II (CITY)
6/CD1.0	CIVIL DETAILS I
7/CD1.1	CIVIL DETAILS II
8/CD1.2	CIVIL DETAILS III
9/C5.0	EROSION CONTROL SHEET

PROJECT CONTACTS

Owner
LDS Church/
City of Idaho Falls

Developer
NBW Architects
(208)522-8779

Civil Engineer
Mountain West Engineering
(208)541-1155

General Contractor
TBD
TBD

Materials Testing
TBD
TBD

Landscape Design
TBD
TBD

Surveyor
Badger Aerial Mapping & Surveying
(208)715-4380

CITY DEPARTMENTS

Planning and Zoning
(208)612-8276
Public Works
(208)612-8250
Sanitation
(208)612-8491
Sewer
(208)612-8108
Water
(208)612-8471
Power
(208)612-8430
Fiber
(208)612-8725
Fire
(208)612-8495

Natural Gas
Intermoutain Gas
(208)548-3679

Telecommunication
Sparklight
(208)523-4567

IDEQ
(208)528-2650

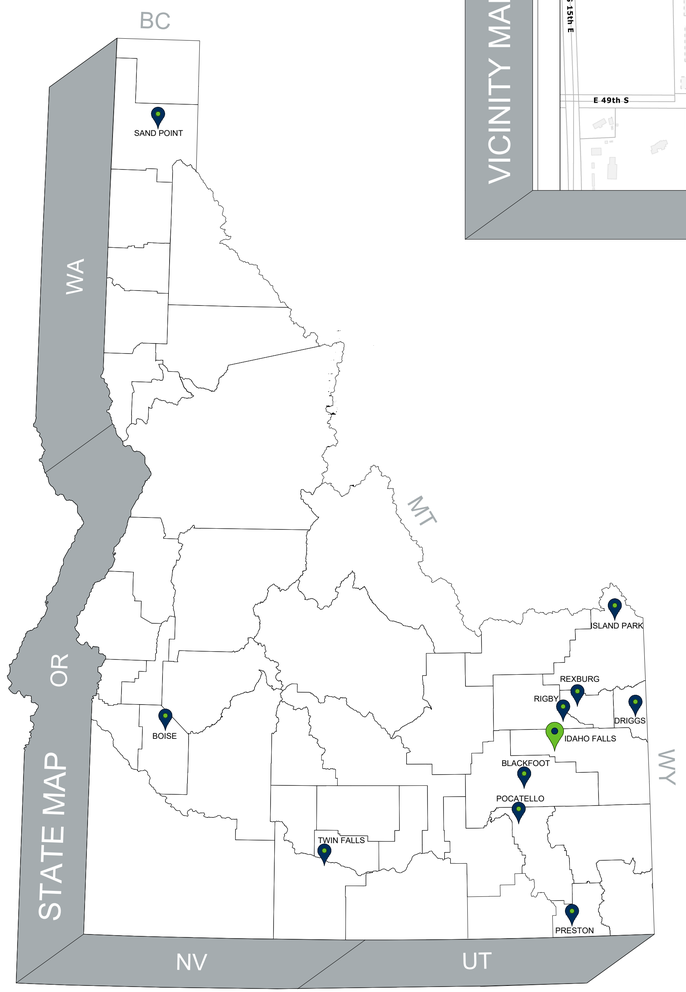
UTILITY LOCATE NOTE

The location of existing utilities are approximate and shall be verified by the contractor prior to commencing work. Each service provider is to be notified of the construction schedule.

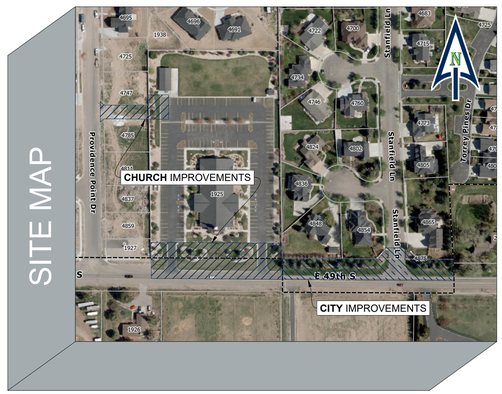
DIGLINE INC
Call 811 Before You Dig

SURVEY NOTE

This improvement drawing plan set conforms to an actual survey that was performed on the ground by a licensed land surveyor in and for the State of Idaho. It is the owner's responsibility to construct all structures shown on this site plan in accordance with said survey.







NOTES

1. **Any changes** to these drawings shall be submitted to the City of Idaho Falls Engineering Division for approval prior to construction.

2. **Failure to comply** with the requirements of these drawings may result in the City withholding certificate of occupancy, water or electrical service.

3. **Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Drawings and Specifications**.

4. A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.

5. A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Division must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).

6. **Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Division. The Division shall be notified at least four (4) hours prior to placing (208-612-8250).

7. All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.

8. **Replace** all broken or poor quality curb, gutter, and sidewalk.

9. **Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.

10. A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "AS-BUILT" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.

11. All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.

12. **Private fire service water mains** shall be installed by a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.

13. Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division warehouse (208-612-8474).

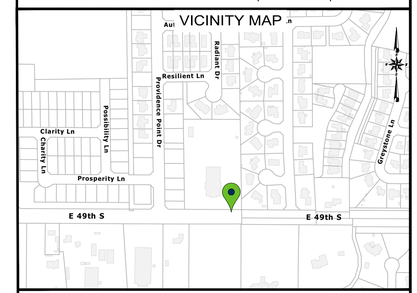
14. All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.

15. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Improvement Drawings.

16. Dump container enclosure must be 8' x 8' inside measurement per container. Containers in gated enclosures must be pushed in and out by owner.

17. In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

18. Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.



CITY OF IDAHO FALLS APPROVAL
Revision 10/2018

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

- Lot 23, Block 4, Providence Point Division No. 1 First - Amended (Plat Instrument # 1733603)
- Lot 3, Block 1, Township Road Church Addition Division No. 2 and contiguous 49th Street road right-of-way (Plat Instrument # 1362696)
- 49th Street road right-of-way adjacent to Brookside Division No. 1 (Plat Instrument # 1051126)

IMPROVEMENT DRAWINGS CONTACT PERSON
NAME Steven Heath (Mountain West Engineering)
ADDRESS PO Box 244 Rigby ZIP 83442
PHONE (208) 541-1155

PROJECT TITLE
CRESTWOOD WARD ACCESS & 49TH STREET WIDENING

Civil Engineer: MTN WEST ENGINEERING

Stamp: PROFESSIONAL ENGINEER LICENSED Steven Heath 19205 9-May-24 STATE OF IDAHO STEVEN HEATH

Surveyor: BADGER AERIAL MAPPING & SURVEYING

Contractor:

Architect: nbwarchitects p.a. ARCHITECTURE / PLANNING / INTERIORS

ENGINEERING DEPT.
SEWER FRONT FOOTAGE 0 FT.
WATER FRONT FOOTAGE 0 FT.

FILE NO. 23040 & 23044	DRAWN BY: SH	DATE PLOTTED: 9-May-24	PAGE NO. 1 of 9
SCALE: 24"X36" Sheets	CHECKED BY: SH	REVIEW NO.: 3	SHEET NO. G0.0

City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: 49th S Providence Point - Stanfield Ln Expansion ***Number:*** 2-38-33-3-STR-2024-31

Submitted: ***Date:*** February 4, 2025

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc		Knife River Corporation		Sunroc Corporation	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK										
201.4.1.B.1	Clearing and Grubbing	1	LS	$30,000.00	$30,000.00	$6,800.00	$6,800.00	$11,000.00	$11,000.00	$11,000.00	$11,000.00
201.4.1.E.1	Removal of Landscape Curb	560	LF	$20.00	$11,200.00	$1.25	$700.00	$4.25	$2,380.00	$8.00	$4,480.00
201.4.1.D.1	Removal of Sidewalk	8	SY	$100.00	$800.00	$50.00	$400.00	$38.00	$304.00	$110.00	$880.00
201.4.1.D.1.a	Removal of Pavement	524	SY	$20.00	$10,480.00	$6.75	$3,537.00	$5.75	$3,013.00	$17.00	$8,908.00
202.4.1.C.1	Roadway Excavation	1686	SY	$15.00	$25,290.00	$12.50	$21,075.00	$5.00	$8,430.00	$28.00	$47,208.00
	DIVISION 600 - CULVERTS & STORM DRAINS										
601.4.1.A.5.	12" Storm Drain Pipe	13	LF	$150.00	$1,950.00	$105.00	$1,365.00	$300.00	$3,900.00	$128.00	$1,664.00
602.4.1.F.1	Catch Basin – Type IV (2' X3')	1	EA	$4,000.00	$4,000.00	$2,950.00	$2,950.00	$4,975.00	$4,975.00	$4,400.00	$4,400.00
	DIVISION 700 - CONCRETE										
706.4.1.A.7	Curb and Gutter, Type Standard	477	LF	$40.00	$19,080.00	$48.00	$22,896.00	$58.00	$27,666.00	$43.00	$20,511.00
706.4.1.E.1.a	Sidewalk 4" Thick	328	SY	$100.00	$32,800.00	$90.00	$29,520.00	$100.00	$32,800.00	$142.00	$46,576.00
706.4.1.H.1	Pedestrian Ramp	2	EA	$1,500.00	$3,000.00	$2,500.00	$5,000.00	$2,600.00	$5,200.00	$3,600.00	$7,200.00
	DIVISION 800 - AGGREGATES & ASPHALT										
801.4.1.A.1	6" Minus Uncrushed Aggregate Base (Subbase)	702	CY	$50.00	$35,100.00	$43.00	$30,186.00	$51.00	$35,802.00	$50.00	$35,100.00
802.4.1.A.1	Aggregate Base	375	CY	$60.00	$22,500.00	$55.00	$20,625.00	$84.00	$31,500.00	$85.00	$31,875.00
810.4.1.A.1	Plant Mix Pavement 1/2", PG 70-28 (SP-3)	385	TON	$120.00	$46,200.00	$134.00	$51,590.00	$155.00	$59,675.00	$147.00	$56,595.00
	DIVISION 2000 - MISCELLANEOUS										
2050.4.1.C.1	Subgrade Separation Geotextile	1686	SY	$4.00	$6,744.00	$1.65	$2,781.90	$3.00	$5,058.00	$3.50	$5,901.00
2030.4.1.A.1	Manhole, Adjust to Grade	2	EA	$1,000.00	$2,000.00	$1,050.00	$2,100.00	$1,500.00	$3,000.00	$1,550.00	$3,100.00
	SPECIAL PROVISIONS										
SP-1	Storm Infiltrator	111	LF	$350.00	$38,850.00	$225.00	$24,975.00	$325.00	$36,075.00	$350.00	$38,850.00
	TOTAL BASE BID				**$289,994.00**		**$226,500.90**		**$270,778.00**		**$324,248.00**
	ADDITIVE ALTERNATE BID SCHEDULE NO.1										
2052.4.1.C.1	Repair Sprinkler System	1	LF	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$5,280.00	$5,280.00	$7,300.00	$7,300.00
2055.4.1.A.1	Decorative Rock (2" Diameter/3" Depth)	806	SY	$35.00	$28,210.00	$33.00	$26,598.00	$31.50	$25,389.00	$50.00	$40,300.00
2056.4.1.A.1	Trees	10	EA	$1,000.00	$10,000.00	$600.00	$6,000.00	$415.00	$4,150.00	$650.00	$6,500.00
2056.4.1.B.1	Shrubs	8	EA	$600.00	$4,800.00	$90.00	$720.00	$68.00	$544.00	$110.00	$880.00
SP-2	Weed Barrier Fabric	806	SY	$5.00	$4,030.00	$3.00	$2,418.00	$3.00	$2,418.00	$4.50	$3,627.00
	TOTAL ALT-1				**$57,040.00**		**$43,736.00**		**$37,781.00**		**$58,607.00**
	GRAND TOTAL				**$347,034.00**		**$270,236.90**		**$308,559.00**		**$382,855.00**

Memorandum

File #: 25-145 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, February 3, 2025
DEPARTMENT: Community Development Services

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

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

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

Description, Background Information & Purpose
Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Fanning Park Division No. 1, First Amended. The Planning and Zoning Commission considered this item at its June 04, 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.

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Zoning

PLT24-017 Replat of Fanning Park Div 1

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

RP R2 RMH R3A CC HC LM P

N



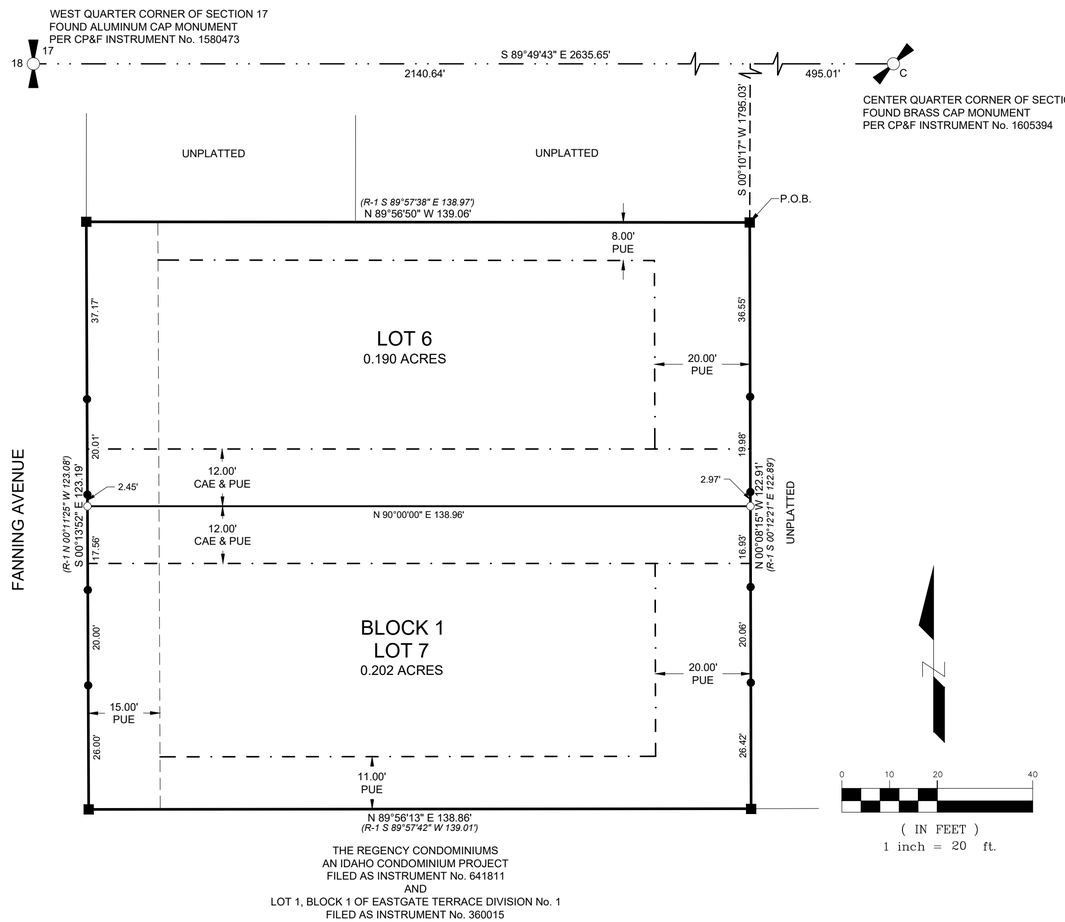
Aerial

PLT24-017 Replat of Fanning Park Div 1

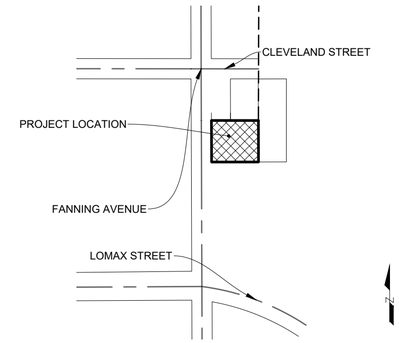


FANNING PARK DIVISION No. 1 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF BLOCK 1 OF FANNING PARK DIVISION No. 1
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.



THE REGENCY CONDOMINIUMS
AN IDAHO CONDOMINIUM PROJECT
FILED AS INSTRUMENT No. 641811
AND
LOT 1, BLOCK 1 OF EASTGATE TERRACE DIVISION No. 1
FILED AS INSTRUMENT No. 360015



VICINITY MAP

LEGEND

C	PLSS SECTION CONTROL (AS NOTED)
■	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PLS 4563 (UNLESS OTHERWISE NOTED)
●	FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 10944
○	SET 1/2" REBAR WITH PLASTIC CAP STAMPED PLS 18405
———	SUBDIVISION BOUNDARY
———	LOT LINE
— · — · —	EASEMENT LINE AS NOTED
———	ADJOINING BOUNDARY LINE
— · —— · —	SECTION LINE
— — — — —	EXISTING PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT No. 1612455, DATED: 07/01/19
— — — — —	DIMENSIONAL TIE LINE
(R1-)	RECORD INFORMATION FROM FANNING PARK DIVISION No. 1 INSTRUMENT No. 1612455
P.O.B.	POINT OF BEGINNING
CAE	CROSS ACCESS EASEMENT
CP&F	CORNER PERPETUATION AND FILING RECORD
PUE	PUBLIC UTILITY EASEMENT

REFERENCES

- THE REGENCY CONDOMINIUMS INSTRUMENT No. 641811
- DEED INSTRUMENT No. 1692854
- DEED INSTRUMENT No. 1573115
- DEED INSTRUMENT No. 1559103
- FANNING PARK DIVISION No. 1 INSTRUMENT No. 1612455

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.

SURVEY NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF TETON PEAKS DEVELOPERS LLC TO CHANGE THE LOT AND EASEMENT CONFIGURATIONS FOUND IN FANNING PARK DIVISION No. 1.

RECORD INFORMATION FROM FANNING PARK DIVISION No. 1 AND THE FOUND MONUMENTS ALONG THE BOUNDARY OF THE SAID SUBDIVISION WERE USED TO DETERMINE THE BOUNDARY OF THIS PLAT.



IDAHO FALLS, ID	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 25-007	DATE: January 21, 2025

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

FANNING PARK DIVISION No. 1 FIRST AMENDED

FANNING PARK DIVISION No. 1 FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF BLOCK 1 OF FANNING PARK DIVISION No. 1
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED TETON PEAKS DEVELOPERS A STATE OF 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 A BLOCK AND LOTS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS FANNING PARK DIVISION No. 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 OWNERS ALSO DO 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 6 AND 7 OF BLOCK 1, 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 OWNERS ALSO DO 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, 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 OWNERS OR OWNERS' HEIRS, SUCCESSORS, OR ASSIGNS.

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

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID 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.

OWNERS OR THEIR 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 OWNERS AND THEIR 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___.

TETON PEAKS DEVELOPERS LLC

_____
SARTHAK OHRI, MANAGER

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO.

COMMENCING AT WEST QUARTER CORNER OF SAID SECTION 17 (FROM WHICH THE CENTER OF SECTION 17 BEARS S 89°49'43" E 2635.65'), THENCE S 89°49'43" E 2140.64' ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION17; THENCE S 00°10'17" W 1795.03' TO THE NORTHWEST CORNER OF FANNING PARK DIVISION No. 1 FILED AS INSTRUMENT No. 1612455 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°56'50" W 139.06' ALONG THE SOUTH BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1559103 TO THE EAST RIGHT-OF-WAY LINE OF FANNING AVENUE;
THENCE S 00°13'52" E 123.19' ALONG THE EAST RIGHT-OF-WAY LINE OF FANNING AVENUE;
THENCE N 89°56'13" E 138.86' ALONG THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN THE REGENCY CONDOMINIUMS FILED AS INSTRUMENT No. 641811 ALSO BEING THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN EASTGATE TERRACE DIVISION No. 1 FILED AS INSTRUMENT No. 360015 TO THE SOUTHEAST CORNER OF THE SAID FANNING PARK DIVISION No. 1;
THENCE N 00°08'15" W 122.91' ALONG THE EAST BOUNDARY OF THE SAID FANNING PARK DIVISION No. 1 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.392 ACRES MORE OR LESS

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNERS DO 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__.

TETON PEAKS DEVELOPERS LLC

_____
SARTHAK OHRI, 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 EASEMENTS OF RECORD WITHIN THE PLAT BOUNDARY:

1.) THE 46.5' WIDE PUBLIC UTILITY EASEMENT, CROSS ACCESS EASEMENT AND PRIVATE STORM WATER EASEMENT, GRANTED BY FANNING PARK DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1612455, DATED: 01 JULY 2019.
2.) THE 20' PUBLIC UTILITY EASEMENT GRANTED BY FANNING PARK DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1612455, DATED: 01 JULY 2019. EXCLUDING THE WESTERLY 15' PUBLIC UTILITY EASEMENT GRANTED BY FANNING PARK DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1612455, DATED: 01 JULY 2019.
3.) THE 8' PUBLIC UTILITY EASEMENT GRANTED BY FANNING PARK DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1612455, DATED: 01 JULY 2019. EXCLUDING THE WESTERLY 15' PUBLIC UTILITY EASEMENT GRANTED BY FANNING PARK DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1612455, DATED: 01 JULY 2019.

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, OWNERS HAVE HEREUNTO SUBSCRIBED THEIR SEALS AND SIGNATURES
THIS_____DAY OF_____202__.

TETON PEAKS DEVELOPERS LLC

_____
SARTHAK OHRI, MANAGER

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS.

ON THIS_____DAY OF_____, 20___, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SARTHAK OHRI, KNOWN OR IDENTIFIED TO ME TO BE A MANAGER OF THE LIMIITED LIABILITY COMPANY OF TETON PEAKS DEVELOPERS LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION, PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE, AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

_____
NOTARY PUBLIC FOR THE STATE OF

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

FLOOD PLAIN DESIGNATION

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

IRRIGATION WATER RIGHTS STATEMENT

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

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 HAVE BEEN CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH THE 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 CONSTRUCITON OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DEPARTMENT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST 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 _____, 20___.

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

COUNTY SURVEYOR'S VERIFICATION

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

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

TREASURER'S CERTIFICATE

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

_____ _____
BONNEVILLE COUNTY TREASURER DATE

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF FANNING PARK DIVISION No. 1 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

_____ _____
BONNEVILLE COUNTY RECORDER DATE

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 FANNING PARK 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

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

IDAHO FALLS, ID	
DRAWN BY: NK	REVIEWED BY: CTP
JOB NO: 25-007	DATE: January 21, 2025

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

FANNING PARK DIVISION No. 1 FIRST AMENDED

STAFF REPORT
FINAL PLAT
FANNING PARK DIVISION NO 1, 1st Amended
February 13, 2025

IDAHO FALLS
Community Development Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally, north of Lomax St, east of N Fanning Ave, south of Cleveland St, west of Dora Erickson Elementary School.

Size: 0.392 acres
Lots: 2
Buildable: 2

Existing Zoning:
Site: R3
North: R3
South: R3
East: R3
West: R2

Existing Land Uses:
Site: Vacant
North: Residential
South: Residential
East: Residential
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 Fanning Park Division No 1, 1st Amended.

History: The property was annexed and platted in 1940. The property was platted as one lot in 2013 and zoned R3. The property was re-platted to five lots in 2019. The zone remained R3 in 2018 as part of the City-wide initiated zone change.

Staff Comments: This final plat consists of 2 buildable lots. The north lot is approximately 0.190 acres, and the other is 0.202 acres. Both lots are consistent with the minimum lot size in the R3 Zone. The lots will be accessed from a private drive aisle that runs through the center of the plat from N Fanning Avenue. N Fanning Avenue is a local street.

The density in the R3 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 in this area with single unit detached to the north and east, apartments to the south and west and single unit attached to the southwest and northwest.

Staff Recommendation: Staff reviewed the final plat and finds that it is consistent with the Subdivision and Comprehensive Zoning Ordinance. Staff, as well as 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:

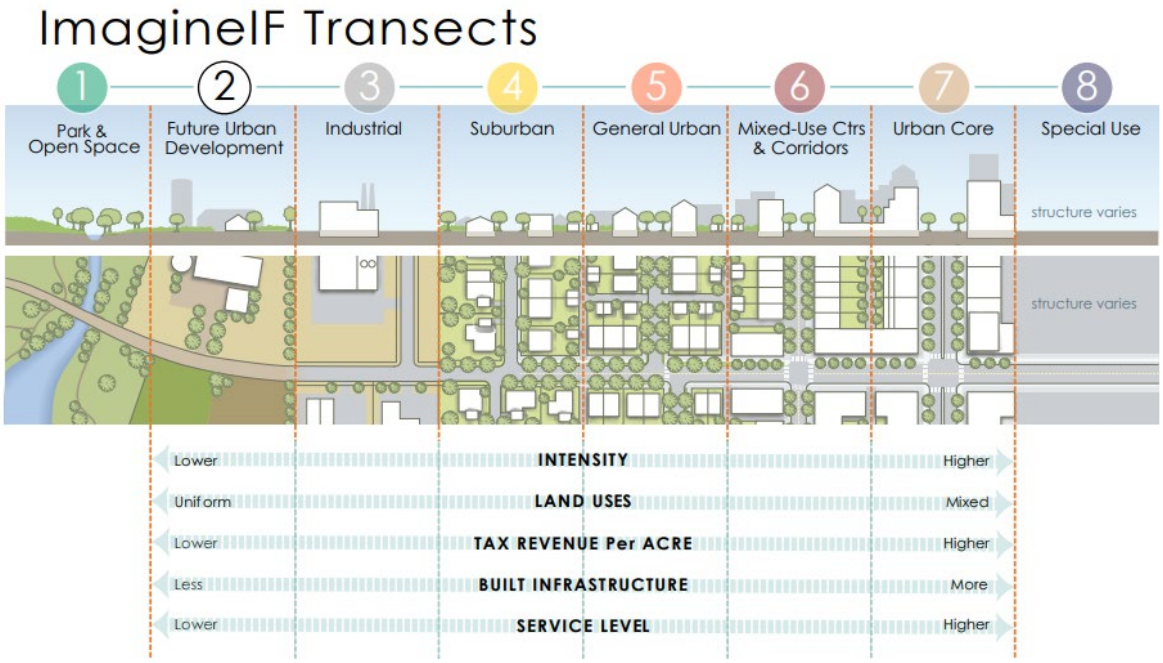
11-3-3: Purpose of Residential Zones

R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

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

Table 11-3-1: 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

June 4, 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: Cantu moved to accept the minutes of May 7, 2024, with minor corrections, Scott seconded the motion. The motion passed unanimously.

4.PLAT 24-017: Replat of Fanning Park Division No. 1, Lots 1-5.

Applicant: TJ Togiai, Connect Engineering, 2295 N. Yellowstone Highway, Idaho Falls, Idaho. They are replating Fanning Park Division No. 1 from 5 lots to 2 lots. It is currently zoned R3. The size is .392 acres and vacant. There will be access off of Fanning with cross access easement that goes through the plat. There is a public utility easement as shown. Utilities will come from the south off Fanning.

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

Scott thinks it is time for the property to be developed and wants it to go forward.

Scott Moved to recommend to the Mayor and City Council approval of the Replat for Fanning Park Division No. 1, Lots 1-5. Ihler seconded the motion. Ogden called for roll call vote: Brower, yes; Scott, yes; Ihler, yes; Ogden, yes; Cantu, yes; Storer, yes. Motion passed unanimously.

Misc.

Historic Preservation.

Long stated that one of her roles in the planning department is being the staff liaison for the Historic Preservation Commission. The position is Mayor appointed volunteer board. One of the roles that they have is they look at historic preservation throughout the City. A project they are working on is a historic preservation plan and the plan is a vision for the community and what the next 10 years might look like. They have received grant money and have hired a consultant to help write the plan. They are starting public outreach with a survey. The Historic Preservation Plan wants to discuss affordable housing. The National Historic preservation is also studying affordable housing. Long is hoping the Planning Commission can take the survey and that preservation does play into affordable housing. Long stated that the downtown and neighborhoods have had a lot of historic preservation. Anything from 1974 back, is historic (50 years old). They need to think about the entire City and determine what needs to be saved. Long stated they will be reaching out to a lot of different groups. They are hoping to have the plan drafted by the Fall and adopted by City Council in 2025.

Scott asked if a historic preservation project puts limitations on what kind of work can be done on the properties. Long stated that some communities have historic neighborhoods with guidelines, but she doesn't feel that Idaho Falls will be going that direction. They are focusing on education, and how to keep the houses historic. It's a challenge to find harmony between finding new and old.

Ogden stated that his house is built in 1954 and he doesn't want to be precluded from doing things.

Adjourned at 8:10p.m.

Respectfully Submitted

Beckie Thompson, Recorder

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF FANNING PARK DIVISION NO 1, FIRST AMENDED LOCATED NORTH OF LOMAX STREET, EAST OF N FANNING AVENUE, SOUTH OF CLEVELAND STREET, WEST OF DORA ERICKSON ELEMENTARY SCHOOL.

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

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 4, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 13, 2025; 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 0.392-acre parcel located north of Lomax Street, east of N Fanning Avenue, south of Cleveland Street, west of Dora Erickson Elementary School.
3. The property is zoned R3, Multiple Dwelling Residential.
4. The final plat includes 2 buildable lots.
5. The lots are consistent with the R3 Zone and will provide building envelopes sufficient to construct a building within the R3 Zone.
6. Access to the subdivision will come from N Fanning Avenue, an existing public street, utilizing a private drive aisle established with a cross access easement (CAE) shown on the plat.
7. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
8. The proposed development is consistent with the principles of the City's Comprehensive Plan and the R3, Multiple Dwelling Residential 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 _____, 2025

_____

Rebecca L. Noah Casper-Mayor

Memorandum

File #: 25-146 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Monday, February 3, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 26.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Fairway Estates Division No. 26 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 Fairway Estates Division No. 26 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate) and grant the block length variance.

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 26 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 Fairway Estates Division No. 26. 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, as well as the Water, Planning, Wastewater, and

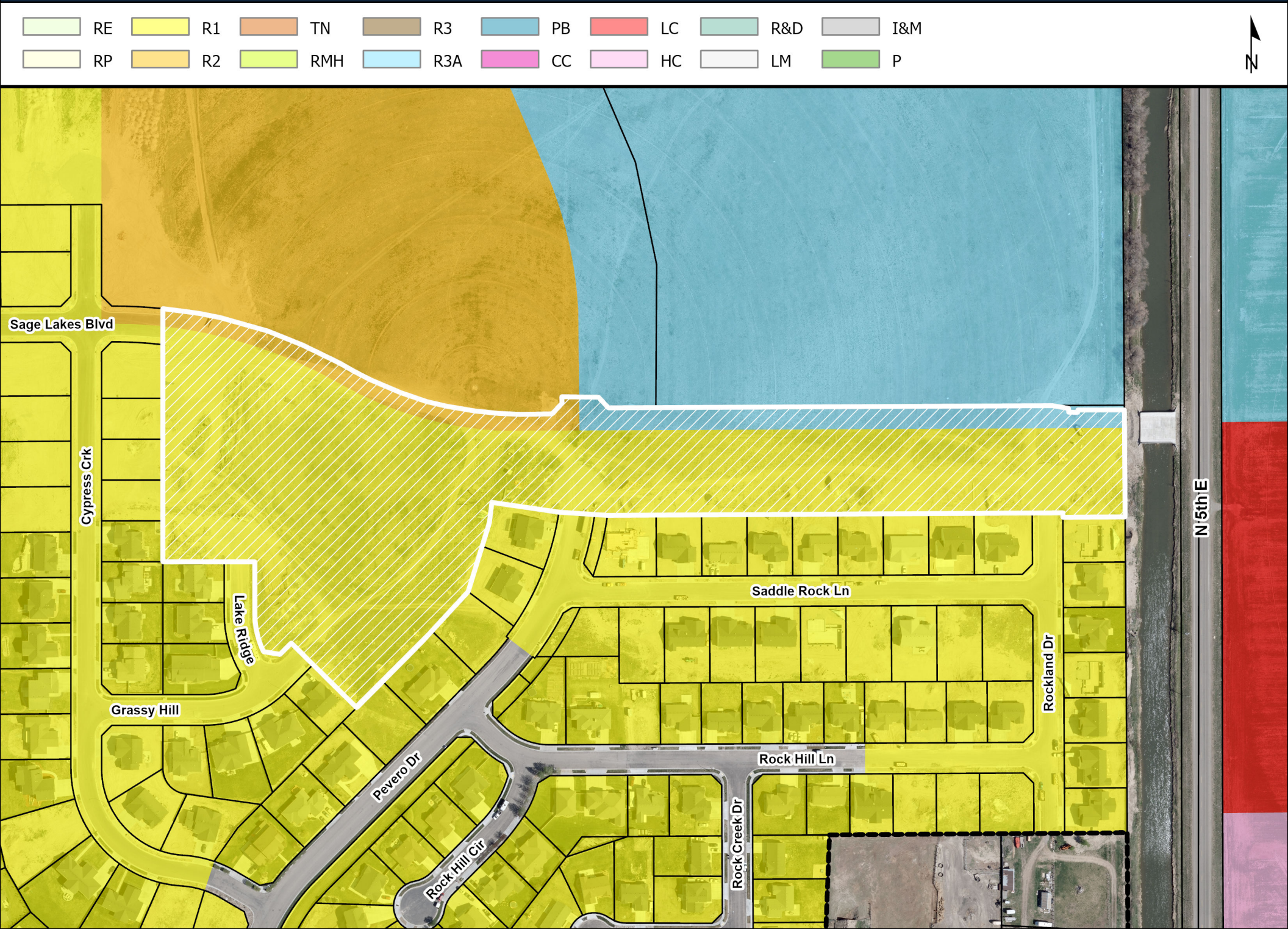
Engineering/Survey Divisions.

Fiscal Impact
NA

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

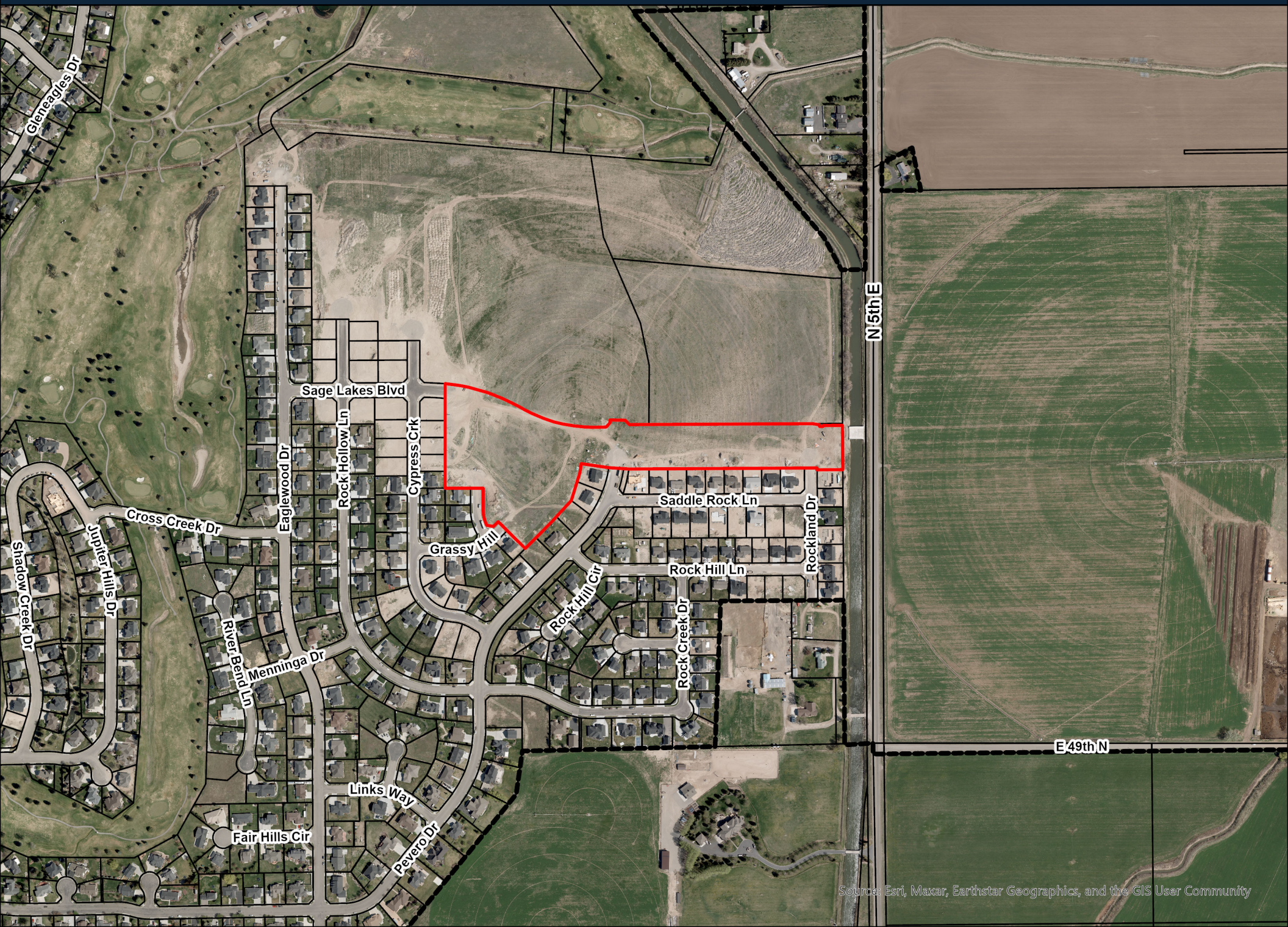
Zoning

PLT24-030 Fairway Estates Div 26



Aerial

PLT24-030 Fairway Estates Div 26



Airport Compatible Land Use

PLT24-030 Fairway Estates Div 26

Approach Surface

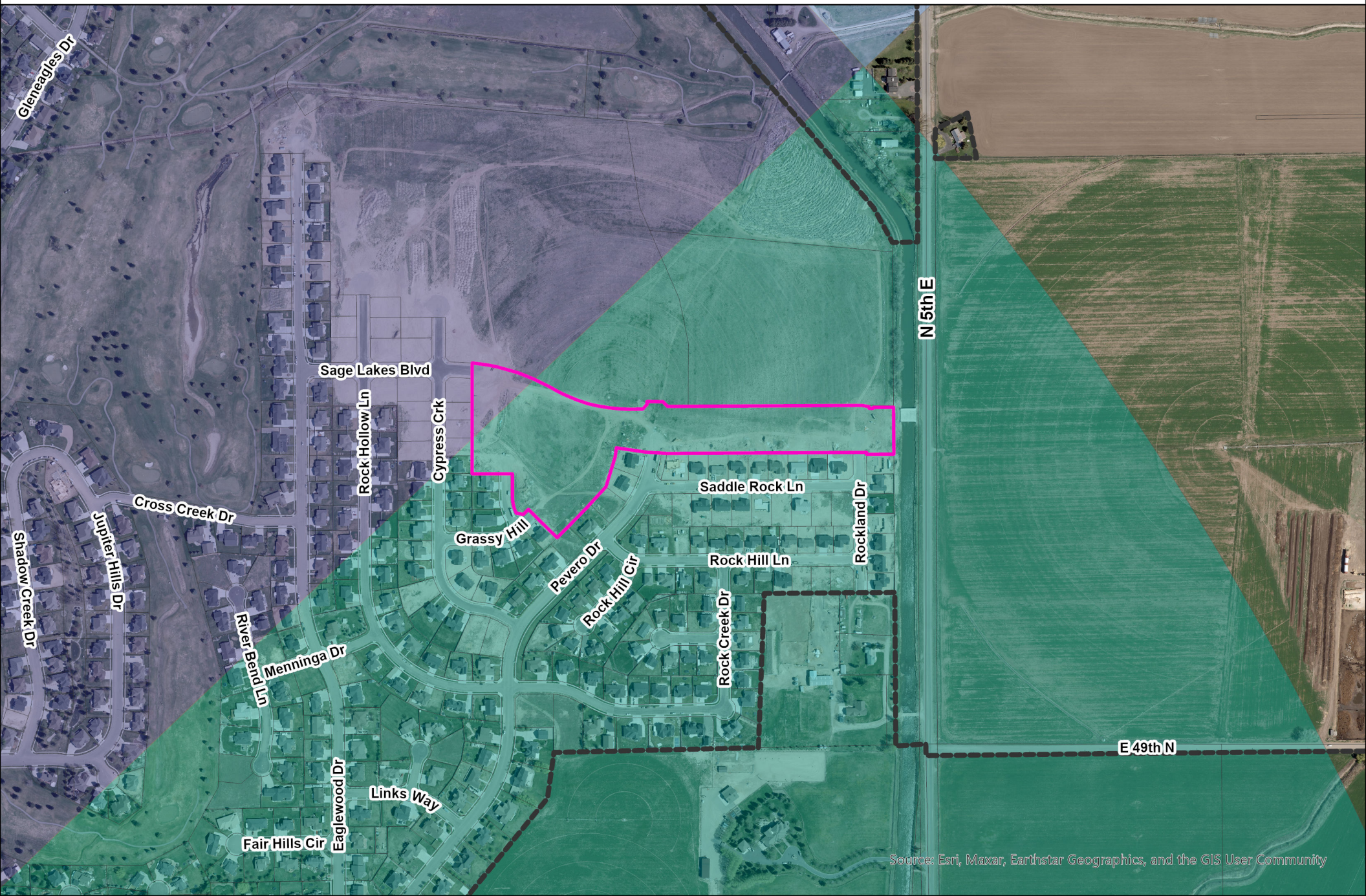
Controlled Development Approach Surface

Limited Development Approach Surface

Controlled Development

Limited Development

No Development



FAIRWAY ESTATES

DIVISION N0. 26,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SE 1/4 SECTION 31, T3N, R38 E.B.M.

SCALE: 1" = 100
@ 18" X 24" ONLY

0 50 100 200

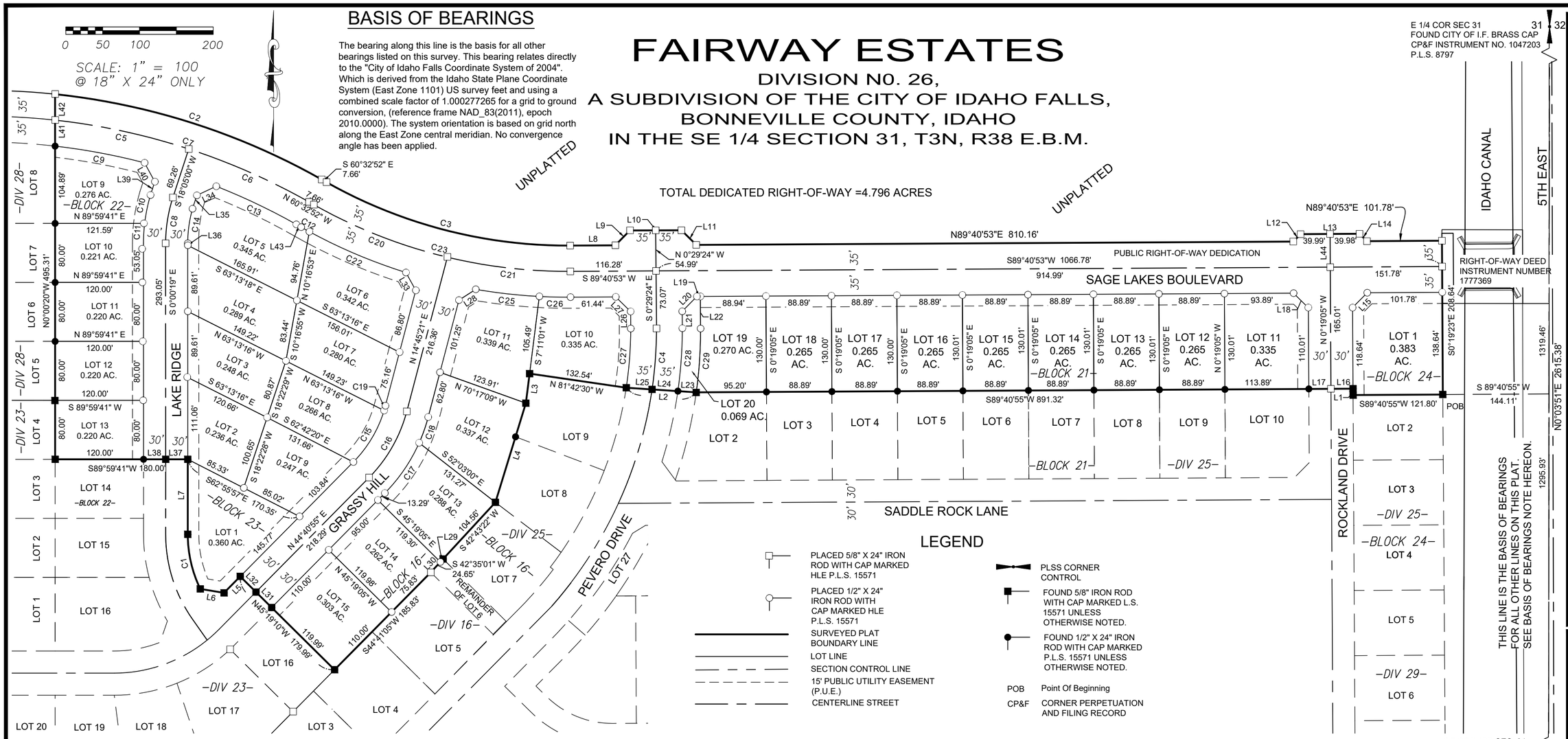
BASIS OF BEARINGS

The bearing along this line is the basis for all other bearings listed on this survey. This bearing relates directly to the "City of Idaho Falls Coordinate System of 2004". Which is derived from the Idaho State Plane Coordinate System (East Zone 1101) US survey feet and using a combined scale factor of 1.000277265 for a grid to ground conversion, (reference frame NAD_83(2011), epoch 2010.0000). The system orientation is based on grid north along the East Zone central meridian. No convergence angle has been applied.

TOTAL DEDICATED RIGHT-OF-WAY =4.796 ACRES

E 1/4 COR SEC 31
FOUND CITY OF I.F. BRASS CAP
CP&F INSTRUMENT NO. 1047203
P.L.S. 8797

SE CORNER SEC. 31
FOUND BRASS CAP CP&F.
INSTRUMENT NO. 1081353
BY RACE RUIZ - ITD
L.S. 8797



LEGEND

- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
- PLACED 1/2" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
- SURVEYED PLAT BOUNDARY LINE
- LOT LINE
- SECTION CONTROL LINE
- 15' PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTERLINE STREET
- PLSS CORNER CONTROL
- FOUND 5/8" IRON ROD WITH CAP MARKED L.S. 15571 UNLESS OTHERWISE NOTED.
- FOUND 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571 UNLESS OTHERWISE NOTED.
- POB Point Of Beginning
- CP&F CORNER PERPETUATION AND FILING RECORD

Line Table		
Line #	Bearing	Length
L1	N0° 19' 05"W	8.63'
L2	N86° 13' 36"W	95.24'
L3	S7° 11' 01"W	40.34'
L4	S17° 06' 05"W	140.81'
L5	S44° 40' 55"W	31.32'
L6	N80° 33' 45"W	32.67'
L7	N0° 00' 19"W	101.81'
L8	N89° 40' 53"E	61.11'
L9	N44° 35' 44"E	28.33'
L10	N89° 46' 45"E	70.00'
L11	S45° 24' 16"E	28.24'
L12	N44° 40' 51"E	14.15'
L13	N89° 39' 57"E	79.97'
L14	S45° 19' 06"E	14.18'
L15	S44° 40' 54"W	28.28'
L16	N89° 40' 55"E	30.00'
L17	N89° 40' 55"E	30.00'
L18	S45° 19' 06"E	28.28'
L19	S89° 40' 53"W	4.77'
L20	S44° 35' 44"W	28.33'
L21	S0° 29' 24"E	17.90'
L22	N0° 18' 35"W	43.52'
L23	S86° 13' 36"E	25.02'
L24	S86° 13' 36"E	35.10'
L25	S86° 13' 36"E	35.12'

Line Table		
Line #	Bearing	Length
L26	S0° 29' 24"E	18.23'
L27	S45° 24' 16"E	28.24'
L28	S57° 15' 29"W	27.02'
L29	S42° 35' 01"W	5.47'
L30	S42° 35' 01"W	19.18'
L31	N45° 19' 10"W	30.00'
L32	N45° 19' 10"W	30.00'
L33	S28° 56' 38"E	27.64'
L34	N64° 46' 46"E	29.11'
L35	N18° 05' 00"E	12.78'
L36	N0° 00' 19"W	2.76'
L37	S89° 59' 41"W	30.00'
L38	S89° 59' 41"W	30.00'
L39	N18° 05' 00"E	12.78'
L40	N28° 36' 46"W	29.11'
L41	S0° 00' 20"E	35.22'
L42	S0° 00' 20"E	35.20'
L43	S60° 32' 52"E	7.66'
L44	N0° 19' 05"W	45.02'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.56'	170.00'	25°48'07"	N12° 54' 22"W	75.91'
C2	382.48'	935.00'	23°26'17"	S72° 16' 00"E	379.82'
C3	345.53'	665.00'	29°46'13"	S75° 25' 58"E	341.65'
C4	87.97'	570.00'	8°50'35"	S3° 55' 53"W	87.89'
C5	185.89'	900.00'	11°50'03"	S77° 50' 01"E	185.56'
C6	178.58'	900.00'	11°22'08"	S66° 13' 56"E	178.29'
C7	364.47'	900.00'	23°12'11"	N72° 08' 57"W	361.99'
C8	63.14'	200.00'	18°05'19"	S9° 02' 21"W	62.88'
C9	123.61'	865.00'	8°11'16"	N79° 24' 10"W	123.51'
C10	45.60'	230.00'	11°21'37"	N12° 24' 12"E	45.53'
C11	27.01'	230.00'	6°43'42"	N3° 21' 32"E	26.99'
C12	12.61'	735.00'	0°58'59"	S61° 02' 21"E	12.61'
C13	120.42'	865.00'	7°58'36"	S64° 32' 10"E	120.33'
C14	53.67'	170.00'	18°05'19"	N9° 02' 21"E	53.45'
C15	82.19'	170.00'	27°41'59"	N30° 49' 56"E	81.39'
C16	104.46'	200.00'	29°55'34"	N29° 43' 08"E	103.28'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C17	83.08'	230.00'	20°41'47"	N34° 20' 02"E	82.63'
C18	37.05'	230.00'	9°13'48"	N19° 22' 15"E	37.01'
C19	6.61'	170.00'	2°13'36"	S15° 52' 09"W	6.61'
C20	195.29'	700.00'	15°59'06"	S68° 32' 25"E	194.66'
C21	168.42'	700.00'	13°47'08"	S83° 25' 31"E	168.01'
C22	142.55'	735.00'	11°06'45"	S67° 05' 14"E	142.33'
C23	363.71'	700.00'	29°46'13"	N75° 25' 58"W	359.64'
C25	86.95'	735.00'	6°46'42"	S83° 37' 43"E	86.90'
C26	42.34'	735.00'	3°18'01"	S88° 40' 04"E	42.33'
C27	85.38'	535.00'	9°08'36"	S4° 04' 54"W	85.29'
C28	90.57'	605.00'	8°34'39"	S3° 47' 56"W	90.49'
C29	86.78'	586.81'	8°28'25"	N3° 49' 01"E	86.70'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS PROPERTY INTO SINGLE DWELLING LOTS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. BOUNDARY LINES ARE BASED ON FOUND MONUMENTS FROM ADJACENT FAIRWAY ESTATES DIVISION NO. 23, (INSTRUMENT NO. 1627973), DIVISION 21, (INSTRUMENT NO. 1579585), DIVISION 25, (INSTRUMENT NO. 1686418), DIVISION 28, (INSTRUMENT NO. 1697330). THE EAST LINE WAS ESTABLISHED BY DEED, (INSTRUMENT NO. 1693208).

NOTE

LOT 20, BLOCK 21 IS A LANDSCAPE LOT AND A BLANKET PUBLIC UTILITY EASEMENT IN ITS ENTIRETY GRANTED PURSUANT TO THE EXECUTION OF THIS INSTRUMENT.

P.L.S. 15571_____

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

BOUNDARY DESCRIPTION

PART OF THE SE 1/4 OF SECTION 31, TOWNSHIP 3 N., RANGE 38 EAST B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N00°03'51"E 1295.93 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 31; THENCE S89°40'55"W 144.11 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 24, FAIRWAY ESTATES, DIVISION NO 25, RECORDED AS INSTRUMENT NO. 1686418, SAID CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID DIVISION NO. 25 THE FOLLOWING EIGHT (8) CALLS; 1) THENCE S89°40'55"W 121.80 FEET TO THE EASTERLY RIGHT-OF-WAY OF ROCKLAND DRIVE; 2) THENCE N00°19'05"W 8.63 FEET ALONG SAID EASTERLY RIGHT-OF-WAY; 3) THENCE S89°40'55"W 891.32 FEET; 4) THENCE N86°13'36"W 95.24 FEET TO THE WESTERLY RIGHT-OF-WAY OF PEVERO DRIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 16, FAIRWAY ESTATES, DIVISION NO 25; 5) THENCE N81°42'30"W 132.54 FEET; 6) THENCE S07°11'01"W 40.34 FEET; 7) THENCE S17°06'05"W 140.81 FEET; 8) THENCE S42°43'22"W 104.56 FEET TO THE MOST WESTERLY CORNER OF LOT 7, BLOCK 16, FAIRWAY ESTATES, DIVISION NO 25; THENCE ALONG THE NORTHWESTERLY LINE OF BLOCK 16 FAIRWAY ESTATES DIVISION 16 RECORDED AS INSTRUMENT NUMBER 1203743 THE FOLLOWING TWO (2) CALLS; 1) THENCE S42°35'01"W 24.65 FEET TO THE WESTERLY CORNER OF LOT 6 BLOCK 16 2) THENCE S44°41'05"W 185.83 FEET TO THE EASTERLY CORNER OF FAIRWAY ESTATES, DIVISION NO 23, RECORDED AS INSTRUMENT NO. 1579585; THENCE ALONG THE NORTHEASTERLY LINE OF SAID DIVISION 23 THE FOLLOWING SIX (6) CALLS; 1) THENCE N45°19'10"W 179.99 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY OF GRASSY HILL DRIVE; 2) THENCE S44°40'55"W 31.32 FEET, ALONG SAID RIGHT-OF-WAY, TO THE EASTERLY RIGHT-OF-WAY OF LAKE RIDGE DRIVE; 3) THENCE N80°33'45"W 32.67 FEET ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY TO A POINT OF A CURVE; 4) THENCE NORTHWESTERLY 76.56 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 170.00 FEET, DELTA = 25°48'07") CHORD BEARS N12°54'22"W 75.91 FEET, ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY; 5) THENCE N00°00'19"W 101.81 FEET, ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY; 6) THENCE S89°59'41"W 180.00 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 22 OF SAID FAIRWAY ESTATES, DIVISION NO 23; THENCE, ALONG THE EASTERLY LINE COMMON TO SAID DIVISION 23 AND FAIRWAY ESTATES DIVISION NO. 28, RECORDED AS INSTRUMENT NO. 1697330, N00°00'20"W 495.31 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 382.48 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 935.00 FEET, DELTA = 23°26'17") CHORD BEARS S72°16'00"E 379.82 FEET; THENCE S60°32'52"E 7.66 FEET TO A POINT OF A CURVE; THENCE SOUTHEASTERLY 345.53 FEET ALONG SAID CURVE TO THE LEFT, CURVE DATA (RADIUS = 665.00 FEET, DELTA = 29°46'13") CHORD BEARS S75°25'58"E 341.65 FEET; THENCE N89°40'53"E 61.11 FEET; THENCE N44°35'44"E 28.33 FEET; THENCE N 89°46'45" E 70.00 FEET; THENCE S 45°24'16" E 28.24 FEET; THENCE N 89°40'53" E 810.16 FEET; THENCE N 44°40'51" E 14.15 FEET; THENCE N 89°39'57" E 79.97 FEET; THENCE S 45°19'06" E 14.18 FEET; THENCE N 89°40'53 " E 101.78 FEET; THENCE S 00°19'23" E 208.64 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 13.344 ACRES, MORE OR LESS.

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DRAWN BY	DESIGN BY	CHECK BY
TD	HLE	CMJ

JOB NO: 2019-693

DATE: December 19, 2024

REVISIONS	DATE

SUBDIVISION PLAT
FAIRWAY ESTATES ,DIVISION NO. 26
SEC. 31, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 2 SHEETS

Z:\Projects\00-2024 Projects\24-562 Fairway Est # 26 - Mike Hicks\3-CAD\Survey\24-562 Fairway 26 Final Plat No Islands.dwg

FAIRWAY ESTATES

DIVISION N0. 26,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SE 1/4 SECTION 31, T3N, R38 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT FAIRWAY ESTATES, DIVISION NO. 26, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

TREASURER'S CERTIFICATE

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

DATE:__-__-____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

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

DATE: 11/18/2024 INSTRUMENT NO. 1778921

CANAL RIGHT-OF-WAY

ALL CANALS, AS SHOWN HEREON, EXIST WITHIN A RIGHT-OF-WAY DEFINED BY I.C. §42-1102 AND MUST HAVE WRITTEN PERMISSION OF THE OWNER OR OPERATOR OF THE RIGHT-OF-WAY TO CONSTRUCT ANYTHING WITHIN, UNDER, UPON OR OVER THE AREA, TO ENSURE THAT ANY SUCH ENCROACHMENTS WILL NOT UNREASONABLY OR MATERIALLY INTERFERE WITH THE USE AND ENJOYMENT OF THE RIGHT-OF-WAY.

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED 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
CHRIS CANFIELD, PE 10551
CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED J MICHAEL HICKS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF AHG-FWE HOLDINGS LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

DRINKING WATER SYSTEM CERTIFICATE

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS _____DAY OF _____, 20___.

AHG-FWE HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
J MICHAEL HICKS, MANAGING MEMBER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0065 C WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

AIRPORT DISCLOSURE

THIS PLAT FALLS WITHIN THE CITY OF IDAHO FALLS AIRPORT OVERLAY ZONE, ENACTED MAY 9, 2019, AND ALTHOUGH LOCATED OUTSIDE THE CRITICAL NOISE CONTOURS FOR THE AIRPORT, OCCASIONAL NUISANCE NOISE FROM AIR TRAFFIC OVERFLIGHT MAY BE PRESENT.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, AHG-FWE HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS FAIRWAY ESTATES DIVISION NO. 26, A SUBDIVISION OF THE CITY OF IDAHO FALLS, 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 HEIRS, SUCCESSORS OR ASSIGNS.

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS _____DAY OF _____, 20__.

AHG-FWE HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
J MICHAEL HICKS, MANAGING MEMBER

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

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS FAIRWAY ESTATES, DIVISION NO. 26, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

P.L.S. 15571_____

PROFESSIONAL LAND SURVEYOR REGISTERED 15571 STATE OF IDAHO CLINT M. JOLLEY

LAND & DESIGN SURVEYING | MATERIALS TESTING
CIVIL & STRUCTURAL ENGINEERING | 3D SCANNING
HLEINC.COM
101 Park Avenue, Ste. 210•Idaho Falls, Idaho 83402•Phone:208.524.0229•Fax: 208.524.0229
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DRAWN BY	DESIGN BY	CHECK BY
TD	HLE	CMJ

JOB NO: 2019-693
DATE: December 19, 2024

REVISIONS	DATE

SUBDIVISION PLAT
FAIRWAY ESTATES DIVISION 26
SEC. 31, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 2 SHEETS

Z:\Projects\00-2024 Projects\24-562 Fairway Est # 26 - Mike Hicks\3-CAD\Survey\24-562 Fairway 26 Final Plat No Islands.dwg

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Fairway Estates Div 26
February 13, 2025

IDAHO FALLS
Community Development Services

Applicant: HLE, Inc.

Owner: AHG-FWE HOLDINGS LLC

Project Manager:
Brian J. Stevens

Location: north of Saddle Rock Ln, east of Cypress Creek, south of 65th N, west of 5th E

Size: Approx. 13.34 acres

Lots:
Buildable: 31
Common: 1

Average Buildable Lot Size:
11,369 SF

Density: Approx. 2 units per gross acre

Existing Zoning:
Site: R1,R2, R3A
North: R2, R3A
South: R1
East: R3A, LC
West: R1

Existing Land Uses:
Site: Undeveloped
North: Undeveloped
South: Residential
East: City undeveloped
West: Residential

Comprehensive Plan Transect:
Suburban, General Urban

Attachments:
1. Maps
2. Aerials
3. Exhibit
4. Photos

Requested Action: Approval of the final plat by the Mayor and City Council.

History: This property was annexed in 2019 and received the R1, R2, and R3A Zones. After looking at the City's aerial records this property has been agricultural land from 1954 until today.

Staff Comments: The plat incudes 31 lots. 30 lots will be used for residences. The lots meet the requirements for the R1 Zone. As part of the preliminary plat a restriction was placed that 120 lots could be developed before the connection to the Lewisville Highway, bridge over the Idaho canal, would be required. The bridge has been constructed and is to be connected as part of this Division, providing the development connection to the N 5th E. The property will have frontage on Sage Lakes Drive, Pevero Drive, Grassy Hill, Lake Ridge, and Rockland Drive. Both Sage Lakes Blvd and Pevero Drive are residential collectors. Rockland Drive, Grassy Hill, and Lake Ridge are local streets. The plat complies with the minimum standards of the subdivision ordinance and is consistent with the development in this area.

Staff Recommendation: Staff has reviewed the final plat and recommends approval of the plat.

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposes access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Collectors: Sage Lakes Blvd and Pevero Drive Local: Rockland Drive, Grassy Hill, and Lake Ridge

Section 10-1-9A
(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

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

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft^2	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft^2			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

ImagineIF Comprehensive Plan:

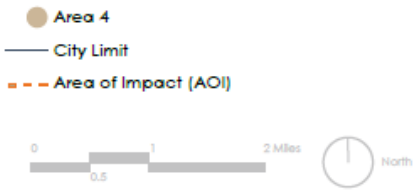
Imagining Area 4

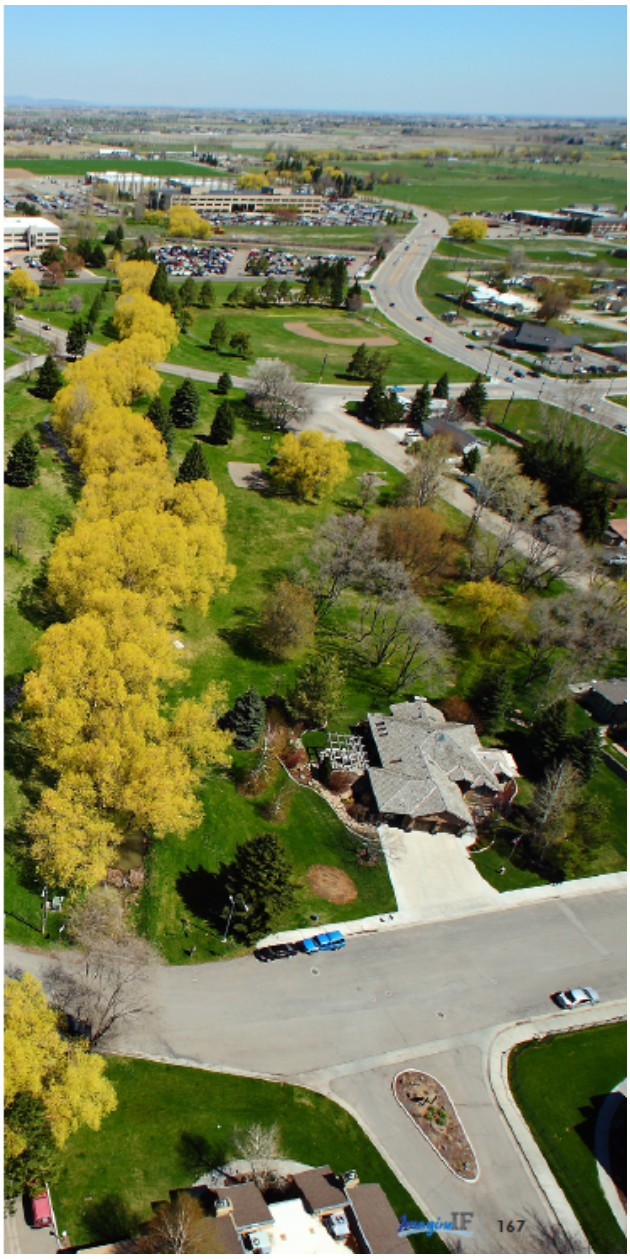
Introduction

Area 4's geography is broad and diverse. It includes a unique section in the heart of Idaho Falls, including the historic downtown and original Eagle Rock town site. It also includes the northernmost part of the City. It is bounded on the west by the Snake River and the east by the Lewisville Highway that transitions to Holmes Avenue. This area has a large portion of the City's original housing south of the Historic Downtown and as well as some of the newest housing on the northern edge, north of Anderson Street Between these two housing areas is Freeman Park, one of the City's largest and oldest parks, the Idaho National Laboratory's rapidly developing campus and a significant amount of vacant land.

Area 4 includes three critical access points from US 20 to the City. From west to east we have Fremont Ave, Science Center Dr and then Holmes Ave. The US 20 and I-15 connection is being studied by the ITD for rebuild or possible relocation to the north. Connectivity to the rest of the city is robust in the southern part of Area 4, but the north

Area 4 Map

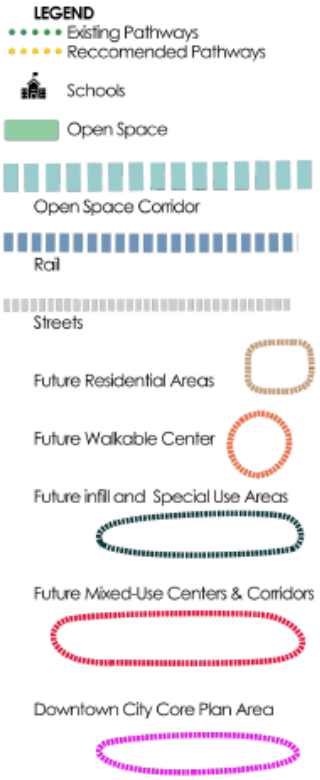




section faces more suburban challenges such as long distances from daily goods and services, and narrow County roads connecting a growing population with the rest of the City.

The population of this area is the smallest of the five areas but includes a large millennial population. Area 4 also has the lowest median income in the City but also the lowest unemployment rate. The median income is relatively high in the north but quite low for the area south of Anderson Street. The lack of public transportation impacts this southern portion significantly given the downtown lifestyle and greater difficulty by residents to afford personal vehicles. This area contains amazing recreation and activities such as Sage Lakes Golf Course, Melaleuca Field, the popular Riverwalk and one of the City's largest regional parks, Freeman Park.

Downtown has seen a resurgence and is a critical asset to the core of the City, as it becomes a destination for urban recreation and provides more opportunities to live in a walkable neighborhood, creating a long-term success to the City. The Downtown and South Downtown areas are part of the City's recently adopted City Core Plan and projects included in that document are not repeated here. The City is also currently working on development of an Innovation District Plan around the INL and University Place campuses, which are part of Area 4. Again, those projects and plans are not repeated here.




FUture Residential Area
65th North Street
Riverwalk Open Space Corridor
US 20
Future Inovation District
Future Walkable Center
Future Walkable Center
Future Mixed-Use Interchange Development
Special Use Landfill
Key Infill Site
Downtown City Core Plan Area
Yellowstone Highway & Rail
General Area Limits

Table 5.10 Area 4 Community Health

Area 4				
Theme	Issues	Objectives	Actions	
Community Health	1. Connectivity and Access to Daily Services	A. Improve Connectivity	**Action 1:** Connect areas around Science Center Drive and Freemont Avenue to Freeman Park to bring more people to the park.	◕ $$$
			Action 2: Create connecting paths to the areas of the north for more mobility to the central part of town.	◕ $$$
			Action 3: Invest in neighborhoods in ways such as improving walking paths, adding benches, neighborhood groups to lead events, upkeep and beautification projects.	◕ $$$
			Action 4: Expand the Riverwalk north.	◕ $$$
		B. Increase Availability of Daily Goods and Services	**Action 1:** Focus on 65th North and 5th East to be an area of expansion that includes Walkable Center principles such as additional housing in a walkable context, daily goods and services, and proper multi-modal infrastructure.	◕ $$
			Action 2: Create a commercial node/walkable center around the INL Campus, consistent with the Inovation District plans.	◕ $$
			Action 3: Explore TIF, LID and other grant and financing programs to focus on redevelopment of small neighborhood crossroads in more walkable areas, such as along Lindsey Blvd, or by Freeman Park.	◕ $$
			Action 4: Explore TIF, LID and other grant and financing programs to aid redevelopment and around Elva and Highland Park, specifically to address eliminating the USDA food desert status.	◕ $$

Time Frame: ◔ Short ◑ Medium ◕ Long
Cost: $ Low $$ Medium $$$ High

Table 5.11 Area 4 Housing

Area 4				
Theme	Issues	Objectives	Actions	
Housing	1. Limited Historic Preservation Efforts	A. Improve Regulatory Framework	**Action 1:** Write a Form-Based Code for the area between G Street and Anderson and near Freeman Park, focusing on the preservation of existing character.	◕ $$
			Action 2: Explore flexible zoning and building code options for new development as well as rehabilitation, redevelopment, and infill in the southern part of area 4.	◑ $$
			Action 3: Explore LIDs, grants and other funding tools to improve deteriorating building and sidewalks.	◑ $
		B. Preserve Historic Character in Southern Portion of Area 4	**Action 1:** Explore the creation of historic districts in the southern part of Area 4.	◑ $$
			Action 2: Work with the Historic Preservation Commission (HPC) to identify properties eligible for the National Register of Historic Places and work on nominations.	◑ $$
			Action 3: Establish a historic walking tour.	◑ $
	2. Affordability and Availability	A. Diversify Housing Stock	**Action 1:** Modify zoning in north area to allow more housing types, especially at major intersections and along major roads.	◔ $$
	3. Inclusiveness	A. Build Community and Neighborhood Capacities	**Action 1:** Foster and encourage the creation of neighborhood committees or associations to collaborate and facilitate neighborhood events and programs.	◑ $
			Action 2: In partnership with neighborhood residents and committees, encourage programs and activities that bring neighbors together to build relationships.	◔ $$

Time Frame: ◔ Short ◑ Medium ◕ Long
Cost: $ Low $$ Medium $$$ High

Table 5.12 Area 4 Transportation and Connectivity

Area 4				
Theme	Issues	Objectives	Actions	
Transportation & Connectivity	1. Infrastructure Improvements	A. Riverwalk Improvements	**Action 1:** Extend the Riverwalk north.	◕ $$$
			Action 2: Create bike and pedestrian paths and connections that easily facilitate connectivity to Downtown and the Riverwalk within both the South and North part of Area 4.	◕ $$$
			Action 3: Explore LIDs and other financing tools to work on beautifying the neighborhood through work on parks, sidewalks, and creating more paths to Downtown and the Riverwalk.	◕ $$
		B. East River Road (North 5th West) Improvements	**Action 1:** Widen East River Road with County participation to include a bike path that is separated from the road similar to Sunnyside.	◕ $$$
			Action 2: Continue to encourage infill to the north of the current US 20 to help bring county roads into the City so that they can get lighting, curb gutter, landscape strips and sidewalks.	◕ $
	2. Lack of Walkable Centers	A. Identify and Create Areas and Routes for Walkable Centers	**Action 1:** Work with neighborhoods to identify existing or potential walkable centers as identified in the MMH reports and neighborhood feedback.	◑ $$
			Action 2: In conjunction with the Innovation District Plan, focus on a walkable center near the INL Research & Development Campus.	◕ $$
			Action 3: Focus on a walkable center at 65th North and Lewisville Highway.	◕ $
			Action 4: Utilize TIF, LID and other financing methods to grow walkable centers in the Warehouse District near Pancheri and around Melaleuca Field.	◕ $$

Time Frame: ◔ Short ◑ Medium ◕ Long
Cost: $ Low $$ Medium $$$ High

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:

8. PLT24-030: FINAL PLAT for Fairway Estates Division No. 26.

Ihler indicated that he has a conflict of interest as he works with the developer. He does not benefit financially. Ihler was concerned with a lack of quorum if he recused himself.

Beck indicated that they had a Board of Adjustment with 3 members, and it was ok.

Storer indicated that if you start the meeting with a quorum the quorum will continue even though you have a recusal.

Ihler recused himself.

Applicant: Gilmore Jenkins, HLE 101 South Park Ave., Idaho Falls, Idaho. Jenkins indicated this is Division 26 of Fairway Estates. This was presented over a year ago, and has been approved once before, and that application has expired. Jenkins stated that it is currently zoned R1, the lots are all residential lots, the final plat and improvement drawings have been reviewed by staff. The improvement drawings do include the remainder of Sage Lakes Blvd tying out to 5th East and Grassy Hill and Pevero Drive are on the plat. Jenkins stated that one thing that is included in the improvements is the installation of left turn and decel lanes on Lewisville Highway. Jenkins stated it is a long turn lane because of the speed on the Highway.

Ogden is glad that the bridge is there, and they can develop the 3rd road to connect the neighborhood.

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

Ogden clarified that Lot 19 is the common lot. Stevens indicated it is the small one next to the road. Beutler indicated it appears to be lot 20 that is a small narrow piece of land next to lot 19.

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates Division No. 26. Scott Seconded the motion. Ogden called for roll call vote: Scott, yes; Ogden, yes; Storer, yes. Motion passed unanimously.

DEVELOPMENT AGREEMENT
FAIRWAY ESTATES DIVISION NO. 26

This DEVELOPMENT AGREEMENT FAIRWAY ESTATES DIVISION NO. 26 ("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 AHG-FEW HOLDINGS, LLC, whose mailing address is 3525 Merlin Drive, Idaho Falls, Idaho 83404 ("DEVELOPER").

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

_____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

AHG-FEW HOLDINGS, LLC

By _____
J. Michael Hicks, Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2025, 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 14th day of January, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared J. Michael Hicks, 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.

NICOLE KATHLEEN HALVERSON
Notary Public - State of Idaho
Commission Number 20211279
My Commission Expires Apr 12, 2027
(Seal)

Nicole Kathleen Halverson
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: April 12, 2027

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
FAIRWAY ESTATES DIVISION NO. 26

PART OF THE SE 1/4 OF SECTION 31, TOWNSHIP 3 N., RANGE 38 EAST B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N00°03'51"E 1295.93 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 31; THENCE S89°40'55"W 144.11 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 24, FAIRWAY ESTATES, DIVISION NO 25, RECORDED AS INSTRUMENT NO. 1686418, SAID CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID DIVISION NO. 25 THE FOLLOWING EIGHT (8) CALLS; 1) THENCE S89°40'55"W 121.80 FEET TO THE EASTERLY RIGHT-OF-WAY OF ROCKLAND DRIVE; 2) THENCE N00°19'05"W 8.63 FEET ALONG SAID EASTERLY RIGHT-OF-WAY; 3) THENCE S89°40'55"W 891.32 FEET; 4) THENCE N86°13'36"W 95.24 FEET TO THE WESTERLY RIGHT-OF-WAY OF PEVERO DRIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 16, FAIRWAY ESTATES, DIVISION NO 25; 5) THENCE N81°42'30"W 132.54 FEET; 6) THENCE S07°11'01"W 40.34 FEET; 7) THENCE S17°06'05"W 140.81 FEET; 8) THENCE S42°43'22"W 104.56 FEET TO THE MOST WESTERLY CORNER OF LOT 7, BLOCK 16, FAIRWAY ESTATES, DIVISION NO 25; THENCE ALONG THE NORTHWESTERLY LINE OF BLOCK 16 FAIRWAY ESTATES DIVISION 16 RECORDED AS INSTRUMENT NUMBER 1203743 THE FOLLOWING TWO (2) CALLS; 1) THENCE S42°35'01"W 24.65 FEET TO THE WESTERLY CORNER OF LOT 6 BLOCK 16 2) THENCE S44°41'05"W 185.83 FEET TO THE EASTERLY CORNER OF FAIRWAY ESTATES, DIVISION NO 23, RECORDED AS INSTRUMENT NO. 1579585; THENCE ALONG THE NORTHEASTERLY LINE OF SAID DIVISION 23 THE FOLLOWING SIX (6) CALLS; 1) THENCE N45°19'10"W 179.99 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY OF GRASSY HILL DRIVE; 2) THENCE S44°40'55"W 31.32 FEET, ALONG SAID RIGHT-OF-WAY, TO THE EASTERLY RIGHT-OF-WAY OF LAKE RIDGE DRIVE; 3) THENCE N80°33'45"W 32.67 FEET ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY TO A POINT OF A CURVE; 4) THENCE NORTHWESTERLY 76.56 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 170.00 FEET, DELTA = 25°48'07") CHORD BEARS N12°54'22"W 75.91 FEET, ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY; 5) THENCE N00°00'19"W 101.81 FEET, ALONG SAID LAKE RIDGE DRIVE RIGHT-OF-WAY; 6) THENCE S89°59'41"W 180.00 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 22 OF SAID FAIRWAY ESTATES, DIVISION NO 23; THENCE, ALONG THE EASTERLY LINE COMMON TO SAID DIVISION 23 AND FAIRWAY ESTATES DIVISION NO. 28, RECORDED AS INSTRUMENT NO. 1697330, N00°00'20"W 495.31 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 382.48 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 935.00 FEET, DELTA = 23°26'17") CHORD BEARS S72°16'00"E 379.82

FEET; THENCE S60°32'52"E 7.66 FEET TO A POINT OF A CURVE; THENCE SOUTHEASTERLY 345.53 FEET ALONG SAID CURVE TO THE LEFT, CURVE DATA (RADIUS = 665.00 FEET, DELTA = 29°46'13") CHORD BEARS S75°25'58"E 341.65 FEET; THENCE N89°40'53"E 61.11 FEET;
THENCE N44°35'44"E 28.33 FEET; THENCE N 89°47'28" E 70.00 FEET; THENCE S 45°24'16" E 28.24 FEET;
THENCE N 89°40'53" E 810.16 FEET; THENCE N 44°40'51" E 14.15 FEET; THENCE N 89°39'57" E 79.97 FEET; THENCE S 45°19'06" E 14.18 FEET; THENCE N 89°40'53 " E 101.78 FEET; THENCE S 00°19'23" E 208.64 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 13.344 ACRES, MORE OR LESS

EXHIBIT "B"
SPECIAL CONDITIONS

FAIRWAY ESTATES DIVISION NO. 26

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 initial seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Forty-Five Thousand Five Hundred Forty Dollars and Thirty-Five Cents ($45,540.35) (15,587 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 Access to 5th East. Access to 5th East shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 4.00 5th East Turn Lane Improvements. DEVELOPER shall provide 5th East turn lanes as shown on the improvement plans approved by and on file with CITY Engineer.

S.C. 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by Pacificorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by Pacificorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 6.00 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. 7.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm system shall be constructed as shown on the CITY-approved Improvement Drawings. Maintenance of the storm system shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 8.00 Construction of Water Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct Six Hundred Seventy-Five feet (675') of Twelve-inch (12") water main line starting at the intersection of Pevero Drive and Sage Lakes Boulevard running west to the west boundary of the Plat as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all water mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the water mains and appurtenances have been constructed in accordance with such specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Twelve-inch (12") main line which exceeds the costs of materials for an Eight-inch (8") water main line, subject to the limitations and bid procurement requirements of this AGREEMENT. The reimbursement shall be for the proposed Twelve-inch (12") water main (675') and the existing Twelve-inch (12") water main previously installed in Pevero Drive and Sage Lakes Boulevard (1,673 feet total).

The existing mainline installed is defined from the intersection of Pevero Drive and Sage Lakes Boulevard as follows:

1. Runing North Twenty feet (20') in Pevero Drive;
2. Runing South One Hundred Fifty feet (150') to Fairway Division No. 26 North Boundary;
3. Running South from the North Boundary of Division No. 26 in Pevero Drive Two Hundred Eighty feet (280'); and
4. Running East from said intersection One Thousand Two Hundred Twenty-Three feet (1,223')

S.C. 9.00 Reimbursement of Water Main Charges. Upon connection of water service to any property owned by any person other than DEVELOPER and fronting upon that portion of the Sage Lake Boulevard right-of-way in which DEVELOPER has constructed a water main line, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all water main connection charges collected by CITY from the owners of such property, pursuant to Section 8-4-14(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any water main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT.

S.C. 10.00 Water Line Connection in Sage Lakes Boulevard. This Subdivision includes a waterline that was previously constructed in the area as referenced in Special Condition No. 8.

DEVELOPER has worked out an agreement with the entity that installed the waterline previously and as such is allowed to connect the mainline previously constructed in Sage Lakes Blvd without payment or collection of Mainline Connection fees.

S.C. 11.00 Construction of Sanitary Sewer Lines. DEVELOPER shall, at DEVELOPER's sole expense, design and construct feet One Thousand Eight Hundred Twenty-One Feet (1,821') of Ten inch (10") sanitary sewer main line starting approximately 70 feet west from the intersection of Sage Lakes Boulevard and Rockland Street continuing West in Sage Lakes Boulevard right-of-way to the Westerly Boundary of Division No. 26, as shown on the improvement plans approved by and on file with CITY Engineer. DEVELOPER shall design and construct, at DEVELOPER's sole expense, all sewer mains and appurtenances within the Subdivision in accordance with CITY Standard Drawings and Engineering Specifications and as shown on the Improvement Drawings filed with and approved by CITY Engineer, and upon completion thereof, DEVELOPER shall furnish CITY with a certificate signed by a licensed professional engineer, certifying that the sewer mains and appurtenances have been constructed in accordance with such specifications. CITY agrees to reimburse DEVELOPER that portion of the costs of materials for the Ten-inch (10") main line which exceeds the costs of materials for an Eight-inch (8") sewer main line, subject to the limitations and bid procurement requirements of this AGREEMENT.

S.C. 12.00 Reimbursement of Sanitary Sewer Lines. Upon connection of sanitary sewer service to any property owned by any person other than DEVELOPER and fronting upon that portion of sanitary sewer which DEVELOPER has constructed in Sage Lakes Boulevard, CITY shall, to the extent permitted by law, and upon written request of DEVELOPER, pay to DEVELOPER all sewer main connection charges collected by CITY from the owners of such property, pursuant to Section 8-1-23(C), City Code, as the same currently exists or may be amended hereafter. Such right to reimbursement shall terminate with respect to any sewer main charge collected by CITY after the expiration of ten (10) years from the date of this AGREEMENT

DEVELOPER waives the right to reimburse of any property connecting to the sanitary sewer main along the North side of Sage Lakes Boulevard. Currently this property along the North side is owned by Contagent LLC.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FAIRWAY ESTATES DIVISION 26, GENERALLY LOCATED NORTH OF SADDLE ROCK LANE, EAST OF CYPRESS CREEK DRIVE, SOUTH OF W 65TH N, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a final plat on February 23, 2022; and then Again on June 10, 2024

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 5, 2022 and August 6 2024;

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 13, 2025 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls ImagineIF 2022 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.344 acres parcel located generally north of Saddle Rock Lane, east of Cypress Creek Drive, south of W 65th N, west of N 5th E.
3. The property is zoned R1, R2, and R3A. The plat consists of 31 lots. 30 buildable lots.
4. The lots are consistent with their respective zone and will provide building envelopes sufficient to construct a building within the zone.
5. The plat complies with all the minimum requirements of the Subdivision Ordinance and Zoning Ordinance.
6. All streets in subdivision conform to the overall street plan of the area and is consistent with the approved preliminary plat.
7. This plat requires the bridge and appropriate traffic controls to be constructed on N 5th E, connecting the Fairway Estates to N 5th E.
8. The plat is consistent with the Comprehensive Plan.
9. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS_____DAY OF_____, 2025

_____

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 25-153 **City Council Meeting**

FROM: Ian Turner, Airport Director
DATE: Thursday, February 13, 2025
DEPARTMENT: Airport

Subject
Resolution - Accepting the Grant Offer of the Idaho Transportation Department, Division of Aeronautics, Airport Aid Program, FS Program# F258IDA, Project# AIP046 and Statement of Acceptance

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the resolution accepting an Idaho Airport Aid Program grant offer to the Idaho Falls Regional Airport from the Idaho Transportation Department - Division of Aeronautics to expand the terminal (or take other action deemed appropriate).

Description, Background Information & Purpose
The Idaho Department of Transportation, Division of Aeronautics, offers grant opportunities as part of its Idaho Airport Aid Program. This program helps Idaho airports with various infrastructure or capital projects. Annual funding from the State of Idaho varies. In 2025 an offer in the amount of $15,000 was extended to IDA. These funds will be applied to the local match required by FAA AIP grants for the terminal expansion.

Alignment with City & Department Planning Objectives



☒ ☐ ☐ ☐ ☐ ☐ ☐ ☒
The action supports the community-oriented results of Reliable Public Transportation and Good Governance.

Interdepartmental Coordination
Not applicable

Fiscal Impact
Accepting these grant funds reduces the local share required to expand the terminal building.

Legal Review
The Legal Department concurs that the Council action is in compliance with State Statute.

IDAHO TRANSPORTATION DEPARTMENT
Division of Aeronautics
3483 Rickenbacker Street
itd.idaho.gov/aero
(208) 334-8775
Boise ID 83705

1/6/2025

Rebecca Casper, Mayor
City of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26 for the Idaho Falls Regional Airport
FS PROGRAM NUMBER: F258IDA

PROJECT DESCRIPTION: Expand terminal
This grant is in the amount of $15,000.00 to match $0.0 from the City of Idaho Falls.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-26. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 3/1/2025
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be place in “inactive” status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- FAA Form 270/271 or DELPHI eINVOICING PAYMENT SUMMARY WORKSHEET (if applicable)
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

Steffen Verdin

Steffen Verdin
Airport Planning Manager

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Idaho Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Idaho Falls Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Expand terminal
FS Program Number: F258IDA
Project Number: AIP046

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of $15,000.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be $15,000.00.

2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least to match STATE participation in said project.

2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.

3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.

6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.

7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.

8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.

9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.

10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)

11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)

12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.

15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.

16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01

18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.

19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01

20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.

21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into, account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320

23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q

C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.

2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.

4. SPONSOR shall report project completion date and request final inspection and payment.

5. STATE may participate in the final inspection and shall sign off the project as completed.

6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2025.

By: _____
Rebecca L. Noah Casper, PhD., Mayor

City of Idaho Falls, City Council

ATTEST:

Emily Geisler, City Clerk

I, Emily Geisler, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

_____
Emily Geisler, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Idaho Falls, Idaho
Held on _____, 2025.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of $15,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F258IDA, Project number: AIP046 in the development of the Idaho Falls Regional Airport; and

Be it resolved by the Mayor and City Council of City of Idaho Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of $15,000.00, for the purpose of obtaining State Aid under FS Program Number: F258IDA, Project Number: AIP046 in the development of the Idaho Falls Regional Airport; and

Sec. 2. That the Mayor of the City of Idaho Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this _____ day of _____, 2025.

_____
Rebecca L. Noah Casper, PhD., Mayor

ATTEST:

Emily Geisler, City Clerk

CERTIFICATE

I, Emily Geisler, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

_____
Emily Geisler, City Clerk

Memorandum

File #: 25-147 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, February 3, 2025
DEPARTMENT: Municipal Services

Subject
IF 25-008, 2025 Commercial Water Meter Materials for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve the bids from the lowest responsive and responsible bidders by section to Core and Main and Ferguson Waters for a total of $402,857.66 (or take other action deemed appropriate).

Description, Background Information & Purpose
Bids were received on Friday, January 31, 2024, with a total of 6 bids received. This purchase will provide commercial water meter materials for commercial Water Division projects.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

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

Interdepartmental Coordination
Public Works concurs with the recommendation of these awards.

Fiscal Impact
Sufficient funds are available in the 2024/25 Public Works, Water Division budget.

Legal Review
The Legal Department concurs that the desired Council action complies with state statue.

City of Idaho Falls
Municipal Services Department
Bid Tabulation

Project: 2025 Commercial Water Meter Materials **Number:** IF-25-008
Submitted: Municipal Services Finance Division **Date:** Friday, January 31, 2025

Project	Groups	Item No.	Description	Core and Main LP		D & L Supply		Ferguson Waterworks		H.D. Fowler Co.		Mountainland Supply		Apple Specialities	
				Bid	Comment	Bid	Awarded Amount	Bid	Awarded Amount	Bid	Awarded Amount	Bid	Comment	Bid	Awarded Amount
Project 1	1 - 1	1	INCLUDE SOURCE STATEMENT: TUBING: 1 INCH CTS POLY , 200 PSI SDR9 POLY PIPE, ROLLS OF 100 AND/OR 300 FEET, BLUE ONLY	$1,734.30	poly needs to be purchased in 100' or 300' increments	No Bid		$1,607.40		$2,072.70		$1,861.20	MOUNTAINLAND PIPE QUOTED IN FULL LENGTHS 100 FT ROLLS TOTAL AMMOUNT 4,300 FT $1,892.00	No Bid	
		2	INCLUDE SOURCE STATEMENT: TUBING: 1.5 INCH CTS POLY, 200 PSI SDR9 POLY PIPE, ROLLS OF 100 AND/OR 300 FEET, BLUE ONLY	$1,618.50	2-4 weeks	No Bid		$1,521.00		$1,950.00		$1,735.50	MOUNTAINLAND PIPE QUOTED IN FULL LENGTHS 100 FT ROLLS TOTAL AMMOUNT	No Bid	
		3	INCLUDE SOURCE STATEMENT: TUBING: 2 INCH CTS POLY, 200 PSI SDR9 POLY PIPE, ROLLS OF 100 AND/OR 300 FEET, BLUE ONLY	$2,184.00	2-4 weeks	No Bid		$2,090.40		$2,667.60		$2,340.00	MOUNTAINLAND PIPE QUOTED IN FULL LENGTHS 100 FT ROLLS TOTAL AMMOUNT 1,600 FT $2,400.00	No Bid	
		4	INCLUDE SOURCE STATEMENT: TRACER WIRE, 12 AWG COPPER OR COPPER COATED WIRE IN BLUE SHEATH,	$696.60	must sell in 500' roll increments	No Bid		$1,548.00		$1,625.40		$1,315.80	MOUNTAINLAND QUOTED IN FULL LENGTHS 500 FT ROLLS TOTAL AMMOUNT 8,000 FT $1,360.00	No Bid	
Total 1 - 1				$6,233.40			$6,233.40	$6,766.80		$8,315.70		$7,252.50			
Project 2	2 - 2	5	INCLUDE SOURCE STATEMENT: 1 INCH FIPT X 1 INCH CTS COMPRESSION COUPLING, NO LEAD	$5,865.60	items 5,6,7 lead time is currently 17-19 weeks	No Bid		$5,724.60	$5,724.60	$9,853.08		$5,922.00		$10,738.56	
		6	INCLUDE SOURCE STATEMENT: 1.5 INCH FIPT X 1.5 INCH CTS COMPRESSION COUPLING, NO LEAD	$7,858.50	17-19 weeks	No Bid		$7,493.20	$7,493.20	$13,215.80		$7,930.00		$14,405.30	
		7	INCLUDE SOURCE STATEMENT: 2 INCH FIPT X 2 INCH CTS COMPRESSION COUPLING, NO LEAD	$7,485.92	17-19 weeks	No Bid		$7,135.44	$7,135.44	$12,584.00		$7,488.00		$13,716.56	
		8	INCLUDE SOURCE STATEMENT: STIFFENERS: 1 INCH CTS, FOR 1 INCH CTS POLY TUBING, STIFFENER ONLY, MUST BE MADE OF STAINLESS STEEL, MUST BE DIMPLED AND FLANGED TO RETAIN PLACE IN SERVICE LINE	$414.54	items 8-10 lead time is 4-8 weeks	No Bid		$434.28	$434.28	$696.54		$414.54		$944.70	
		9	INCLUDE SOURCE STATEMENT: STIFFENERS: 1.5 INCH CTS, STIFFENER ONLY, MUST BE MADE OF STAINLESS STEEL, MUST BE DIMPLED AND FLANGED TO RETAIN PLACE IN SERVICE LINE.	$263.90	4-8 weeks	No Bid		$276.90	$276.90	$442.00		$265.20		$599.30	
		10	INCLUDE SOURCE STATEMENT: STIFFENERS: 2 INCH CTS, FOR 2 INCH CTS POLY TUBING, STIFFENER ONLY, MUST BE MADE OF STAINLESS STEEL, MUST BE DIMPLED AND FLANGED TO RETAIN PLACE IN SERVICE LINE.	$211.12	4-8 weeks	No Bid		$221.52	$221.52	$353.60		$212.16		$479.44	
Total 2 - 2				$22,099.58				$21,285.94	$21,285.94	$37,145.02		$22,231.90		$40,883.86	
Project 3	3 - 3	11	INCLUDE SOURCE STATEMENT: 1 INCH RANGER X RANGER, 1 INCH RANGER X 1 INCH RANGER, NO LEAD	$23,569.56	items 11-13 Lead time 6-8 weeks	No Bid		$21,663.24	$21,663.24	$22,278.00		$5,781.00		$30,506.76	
		12	INCLUDE SOURCE STATEMENT:	$21,065.20	6-8 weeks	No Bid		$19,359.60	$19,359.60	$198.90		$8,919.30		$27,264.90	
		13	INCLUDE SOURCE STATEMENT:	$26,618.80	6-8 weeks	No Bid		$24,466.00	$24,466.00	$251.68		$9,631.44		$34,454.16	
Total 3 - 3				$71,253.56				$65,488.84	$65,488.84	$22,728.58		$24,331.74		$92,225.82	
	5 - 5	14	INCLUDE SOURCE STATEMENT: METER BOX LID & RING, INCLUDES ONE LID AND ONE RING, FOR USE WITH 1 INCH METER BOXES, 18 INCH OPENING, INCLUDE THUMB CUTOUT FOR LIFTING OFF LID	$24,335.19	8-16 weeks		$24,335.19		$32,289.00	$24,808.95		$27,495.00		$24,581.35	MOUNTAINLAND QUOTED LID AND RING	No Bid	
		15	INCLUDE SOURCE STATEMENT: METER BOX LID & RING, INCLUDES ONE LID AND ONE RING, FOR USE WITH 1.5 INCH & 2 INCH METER BOXES, 24 INCH OD X 22.5 INCH ID X 3 INCH HEIGHT, INCLUDE THUMB CUTOUT FOR LIFTING OFF LID	$17,817.93	16-20 weeks DBL out of stock until April 2025		$17,817.93		$38,844.00	$18,164.25		$22,815.00		$17,999.28	MOUNTAINLAND QUOTED LID AND RING	No Bid	
Total 5 - 5				$42,153.12			$42,153.12	$42,973.20		$50,310.00		$42,582.63			
Project 4	4 - 5	16	INCLUDE SOURCE STATEMENT: METER BOX: 1 INCH, THERMAL-COIL METER BOX, PIT SIZE IS 18 INCHES X 72 INCHES, WITHOUT INSULATION PAD, NO LEAD	$86,740.38	20-24 weeks	No Bid		$86,953.29	$86,953.29	$88,407.00		$100,188.96		No Bid	
		17	INCLUDE SOURCE STATEMENT: METER BOX: 1.5 INCH, 24 INCH X 72 INCH ONLY SMOOTH BARREL, WITHOUT INSULATION PAD, NO LEAD, NO SUBSTITUTIONS	$93,347.15	20-36 weeks	No Bid		$84,971.25	$84,971.25	$86,450.00		$99,869.25		No Bid	
		18	INCLUDE SOURCE STATEMENT: METER BOX: 2 INCH, 27 INCH X 72 INCH ONLY SMOOTH BARREL, WITHOUT INSULATION PAD, NO LEAD, NO SUBSTITUTIONS	$95,016.48	20-36 weeks	No Bid		$89,969.36	$89,969.36	$91,320.00		$114,983.44		No Bid	
		19	INCLUDE SOURCE STATEMENT: PIT BLANKET FOR METER BOX INSULATION, 4 FOOT X 4 FOOT INSULATION BLANKET, 1/8TH INCH THICK MINICEL POLYETHYLENE, OR APPROVED EQUAL	$5,157.42	4-8 weeks	No Bid		$4,589.82	$4,589.82	$4,644.00		$4,450.50		No Bid	
Total 4 - 5				$280,261.43				$266,483.72	$266,483.72	$271,021.00		$319,492.15			
Project 6	6 - 6	20	INCLUDE SOURCE STATEMENT: 4 INCH FLANGE COUPLING ADAPTER, FLANGE BODY: DUCTILE IRON, MEETING OR EXCEEDING ASTM A 536, GRADE 65-45-12, FLANGE MEETS THE DIMENSIONAL REQUIREMENTS OF 4" METER, ANSI CLASS 125 & 150 BOLT CIRCLES, FLANGE GASKET, RFAD MECHANICAL JOINT, GASKET AND TEE BOLTS TO BE INCLUDED, SHOP COATING TO ALL CAST IRON PARTS, MUST MEET AWWA C219 STANDARDS	$632.22	4 weeks	No Bid		$624.60	$624.60	$1,666.08		$653.40	FLANGE PACK AND RESTRAINERS	No Bid	
		21	INCLUDE SOURCE STATEMENT: 4 INCH JOINT RESTRAINER, FOR 4.80 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET. MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS MIN, PLUS AN ALLOWANCE FOR PRESSURE SURGES MUST MEET "UL' OR "FM' RATING APPROVAL AND ASTM A536	$236.52	2 weeks	No Bid		$213.00	$213.00	$311.80		$229.44		No Bid	
		22	INCLUDE SOURCE STATEMENT: 3 INCH FLANGE COUPLING ADAPTER, FLANGE BODY: DUCTILE IRON, MEETING OR EXCEEDING ASTM A 536, GRADE 65-45-12. FLANGE MEETS THE DIMENSIONAL REQUIREMENTS OF 3" METER ANSI CLASS 125 & 150 BOLT CIRCLES.FLANGE GASKET, RFAD MECHANICAL JOINT, GASKET AND TEE BOLTS TO BE INCLUDED, SHOP COATING TO ALL CAST IRON PARTS. MUST MEET AWWA C219 STANDARDS	$155.58	4 weeks	No Bid		$153.72	$153.72	$440.64		$275.88	FLANGE PACK AND RESTRAINERS	No Bid	
		23	INCLUDE SOURCE STATEMENT: 3 INCH JOINT RESTRAINER, FOR 3.80-3.96 O.D. DI PIPE, TO INCLUDE BOLTS, RUBBER GASKET AND RING AS ONE COMPLETE BOXED SET. MUST BE ABLE TO RESTRAIN TO A WORKING LINE PRESSURE OF 150 LBS MIN PLUS AN ALLOWANCE FOR PRESSURE SURGES, MUST MEET "UL' OR "FM' RATING APPROVAL AND ASTM A536	$72.76	2 weeks	No Bid		$53.88	$53.88	$96.90		$86.06		No Bid	
		24	INCLUDE SOURCE STATEMENT: 4 INCH FLANGED x 3 INCH FLANGED CONCENTRIC REDUCER, MUST MEET NSF-61 STANDARD, MUST MEET ISO 9001 STANDARD	$169.42	2 weeks	No Bid		$167.44	$167.44	$182.88		$169.46		No Bid	
Total 6 - 6				$1,266.50				$1,212.64	$1,212.64	$2,700.30		$1,414.24			
Solicitation Total				**$423,267.59**			**$48,386.52**	**$71,133.00**	**$404,211.14**	**$354,471.14**	**$392,220.60**	**$417,305.16**		**$133,109.68**	

$ 402,857.66

Memorandum

File #: 25-150 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, February 5, 2025
DEPARTMENT: Public Works

Subject
Federal Highway Administration (FHWA) Carbon Reduction Program Funding Agreement

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the FHWA Carbon Reduction Program Funding Agreement and authorize the Mayor to sign the necessary documents in support of Attached for your consideration is a funding Agreement with the Idaho Transportation Department that will provide for the purchase of four or more electric-hybrid drivetrain vans to be used by Greater Idaho Falls Transit (GIFT) (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for your consideration is a funding Agreement with the Idaho Transportation Department that will provide for the purchase of four or more electric-hybrid drivetrain vans to be used by GIFT.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

The Agreement supports the community-oriented result for reliable public transportation by allowing the use of federal funds to support microtransit services.

Interdepartmental Coordination
N/A

Fiscal Impact
The Agreement is a reimbursement agreement with a total project amount of $203,000.00 and includes a local match requirement at 7.34%. There are sufficient funds in the GIFT accounts.

Legal Review
The Agreement was reviewed by the City Attorney.

2025-007

powered by Legistar™

Idaho Transportation Department

Public Transportation Office

FHWA Carbon Reduction Program

Funding Agreement

Agreement #: KN24706

ITD Public Transportation Office
11331 W Chinden Boulevard, Building 8
Boise, ID 83714
http://itd.idaho.gov/pt

Pass-Through Awarding Agency:	ITD – Public Transportation Office
Awarding Official: (Grants Officers) Name: Phone: Email:	 Shauna Miller 208 334-8533 PTCapital@itd.idaho.gov
Term of Grant:	October 1, 2025 – September 30, 2027
Agreement Total:	$203,000
Funding Program:	FHWA Carbon Reduction Program
Assistance Listing Number (ALN):	20.205 Highway Planning & Construction
Agreement Number:	KN 24706

Subrecipient Organization Name:	City of Idaho Falls (Greater Idaho Falls Transit (GIFT))
Subrecipient Director or Equivalent:	Kade Marquez
Subrecipient Address:	380 Constitution Way/PO Box, Idaho Falls, ID 83405
Subrecipient Phone:	208 612-8487
Subrecipient E-mail:	kmarquez@idahofalls.gov

Scope of Work:

This project will provide for the purchase of four electric-hybrid drivetrain vans to be used by the public transportation authority in our region, Greater Idaho Falls Transit (GIFT).

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Name	Title	Phone	E-mail
Ron Duran	Public Transportation Manager	208-334-4475	Ron.Duran@itd.idaho.gov
Signature and Date:			

AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT

AND

CITY OF IDAHO FALLS

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **the City of Idaho Falls** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The purpose of the Carbon Reduction Program (CRP) is to reduce transportation emissions through the development of State carbon reduction strategies and by funding projects designed to reduce transportation emissions (See 23 U.S.C. 175 as established by the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law" (BIL)) (BIL § 11403).WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The Sponsor has requested funding under the Carbon Reduction Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal aid participation in the work.

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

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

The parties mutually agree as follows:

1. **SCOPE OF WORK:**
   Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Highways Administration (FHWA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

2. **COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FHWA regulations, policies, procedures and directives. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or, promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II. Subrecipient's failure to comply shall constitute a material breach of this contract.

3. **SUBRECIPIENT CAPACITY:**

A. Subrecipient Legal, Financial, and Managerial Capacity: The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FHWA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.

C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site: http://www.sam.gov

ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FHWA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

D. Administrative and Accounting Systems: The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over $150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
FY18 & FY19: more than 65% domestic content
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

B. Intelligent Transportation System (ITS) Architecture: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FHWA National ITS Architecture Policy on Transit Projects to the extent required by FHWA and the State.
http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

C. Clean Water

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html

D. Clean Air

i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html

E. Lobbying Prohibition: None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress. If this grant is $100,000 or more:

i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

F. Nondiscrimination Requirements: The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FHWA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21) and other applicable nondiscrimination directives.

i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)

ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

1. Its FHWA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

2. The level and quality of its FHWA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;

4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;

5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;

6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

G. Nondiscrimination on the Basis of Disability: The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.
http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

H. Equal Employment Opportunities (EEO): The Subrecipient assures it will:
Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received $1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FHWA requirements.

I. Discrimination Complaints: The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FHWA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

J. Disadvantaged Business Enterprises (DBE): The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.

ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FHWA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.
https://itd.idaho.gov/civilrights/

iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.
http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567.
https://itd.idaho.gov/civilrights/

K. Audits: The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FHWA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.
https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A133/2017/Compliance_Supplement_2017.pdf

L. Commercial Driver's License (CDL)Requirement: The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.
http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules

M. Drug and Alcohol Testing: If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.
https://damis.dot.gov/Login/

N. **Employee Protections, Public Transportation Employee Protective Arrangements**: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

i. **Standard Public Transportation Employee Protective Arrangements -** If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

O. **Incorporation of Federal Highways Administration (FHWA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FHWA terms and conditions.

P. **Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

A. **Indemnification and Insurance:** In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the ¬Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless form any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

i. **Automobile Liability**: ITD-PT imposes minimum insurance coverage of $500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally, Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

C. Performance Requirement: The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. TERMINATION PROVISIONS:

A. Failure to Perform: If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.

B. Convenience Termination: If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

C. Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. GRANT REQUIREMENTS:

A. Billing Procedure and Reimbursements: The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Billing Due By	**Period Beginning**	**Period Ending**
December 31	October 1	October 31
January 31	November 1	November 30
February 28	December 1	December 31
March 31	January 1	January 31
April 30	February 1	February 28
May 31	March 1	March 31
June 30	April 1	April 30
July 31	May 1	May 31
August 31	June 1	June 30
September 30	July 1	July 31
October 31	August 1	August 31
November 30	September 1	September 30

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.
http://itd.idaho.gov/pt

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

C. Local Match Available: If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.

D. Operating and Maintenance Funds Available: The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.

E. Indirect Costs: If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimus indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.

F. Vehicle and Equipment Maintenance Requirements: The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FHWA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

G. Vehicle and Equipment Use and Disposition: Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.

H. Reports: The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.

I. A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1	March 31	May 31
April 1	June 30	August 31
July 1	September 30	November 30
October 1	December 31	February 28

J. Capital Inventory and Agency Profile: The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

K. Changes and Amendments: The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

L. Reimbursement of Grant Funds: Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.

M. Travel Requirements: Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.

N. Program Fraud and False or Fraudulent Statements and Related Acts: The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:

A. State Consent Required: No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.

B. No Federal or State of Idaho Government Obligation to Third Parties: The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.

C. Subcontracting Rules: In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.

10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

i. The Subrecipient, assures it has or will establish a procurement system in compliance with FHWA procurement requirements third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:

1. a five-year limitation on rolling stock;
2. requirement for full and open competition;
3. a prohibition against geographic preferences;
4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services; https://www.acec.org/advocacy/qbs/brooks2/
5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FHWA;
6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FHWA;
7. written protest procedures;
8. ethical standards of conduct;
9. use of appropriate procurement method.

B. Required Provision in Procurement Notices: The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

C. Procurement Requirements: Subrecipient will follow the following procurement guidelines:

Subrecipients are subject to their own procurement policies, and IDAPA Title 38 when applicable. If not applicable at a **MINIMUM** FEDERAL thresholds issued in OMB issued memorandum OM-18-18 must be followed. Note: Circulars may not be updated to reflect the new procurement thresholds issued by OMB through OM-18-18.

D. Bus and Van Testing: The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.
http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual

E. Pre-Award and Post-Delivery Review of New Vehicles: The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval

F. Vehicle Identification Numbers to State: The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.

G. Titles to Vehicles/Equipment & Liens:

i. Title to Project equipment other than vehicles shall rest with the Subrecipient.

ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.

iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Memorandum

File #: 25-152 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, February 6, 2025
DEPARTMENT: Public Works

Subject
Bid Award - Anderson Street Water Line Upgrades, Holmes Avenue to North Boulevard

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, HK Contractors, Inc., in the amount of $1,604,007.00; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
On Thursday, February 6, 2025, bids were received and opened for the Anderson Street Water Line Upgrades, Holmes Avenue to North Boulevard project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate a contract with the lowest responsive bidder to replace aging water line within Anderson Street.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☒ ☐ ☐ ☒

This project supports the community-oriented result of reliable public infrastructure by investing in the replacement of aging water distribution piping.

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

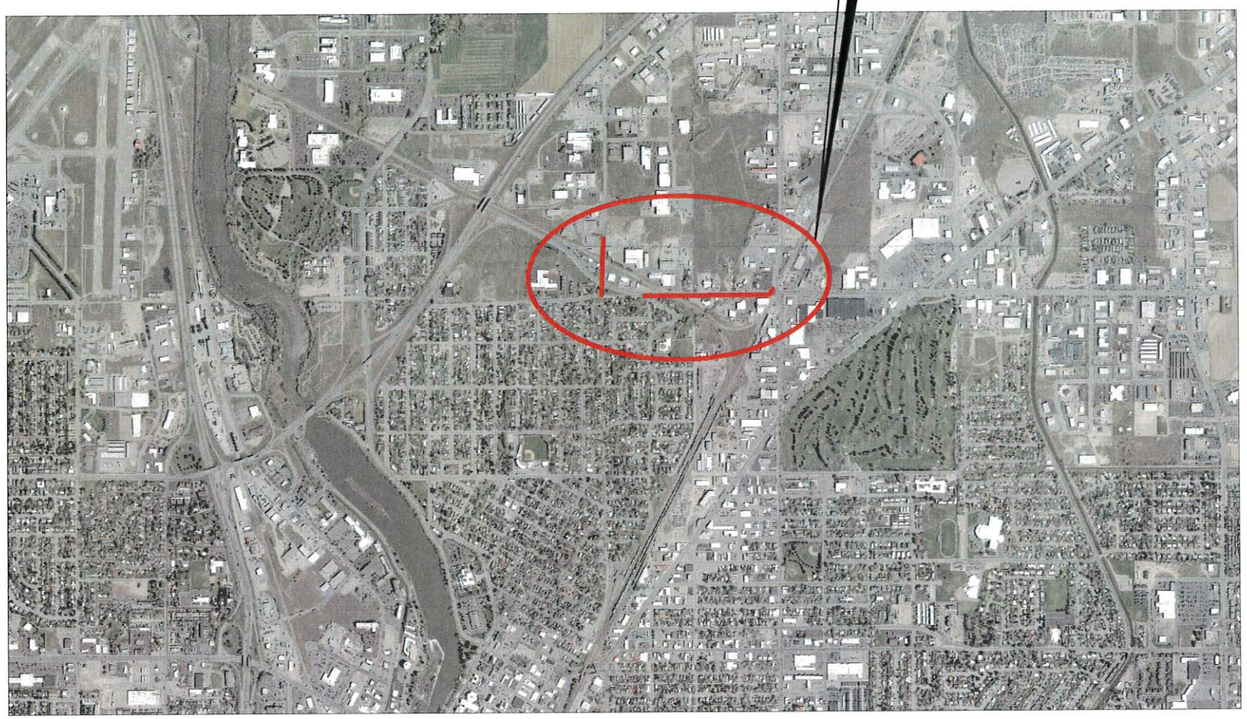
Fiscal Impact
Cost allocation for this project was budgeted from the Water Fund and sufficient budget authority exists for completion of the proposed activities.

Legal Review
The Legal Department reviewed the bid process and concurred that the Council action complies with the requirements

of Idaho Code § 67-2805.

2-38-18-1-WTR-2024-32
2025-009

ANDERSON WATER LINE UPGRADE
HOLMES TO N. BLVD
PROJECT # 2-38-18-1-WTR-2024-32







MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
KIRK LARSEN
JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER
JON KNOWLES, P.E.

2025

PROFESSIONAL ENGINEER
REGISTERED
14787
01/23/2025
STATE OF IDAHO
JONATHAN W. KNOWLES

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

ANDERSON WATER LINE UPGRADE
HOLMES TO N. BLVD

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CW	ME	1/23/2025	1 OF 7

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City of Idaho Falls

Engineering Division

Engineer's Estimate

Project: Anderson Water Line Upgrade, Holmes to N Blvd ***Number:*** 2-38-18-1-WTR-2024-32

Submitted: Jon Knowles, P.E. ***Date:*** February 6, 2025

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc		Knife River Corporation	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	DIVISION 200 - EARTHWORK								
201.4.1.D.1	Removal of Concrete	123	SY	$20.00	$2,460.00	$69.00	$8,487.00	$30.00	$3,690.00
201.4.1.E.1	Removal of Curb and Gutter	504	LF	$15.00	$7,560.00	$21.00	$10,584.00	$15.00	$7,560.00
201.4.1.F.1	Removal of Hydrant	4	EA	$1,500.00	$6,000.00	$3,250.00	$13,000.00	$950.00	$3,800.00
	DIVISION 300 - TRENCHING								
302.4.1.B.1	Rock Excavation	400	LF	$180.00	$72,000.00	$250.00	$100,000.00	$150.00	$60,000.00
307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	66	LF	$50.00	$3,300.00	$185.00	$12,210.00	$120.00	$7,920.00
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	1386	LF	$40.00	$55,440.00	$12.00	$16,632.00	$10.00	$13,860.00
307.4.1.F.1	Type “P” Surface Restoration (Asphalt Roadway)	3123	LF	$60.00	$187,380.00	$140.00	$437,220.00	$185.00	$577,755.00
308.4.1.A.1.a	Pipe Boring and Jacking, 12" Water Line Casing (No Rock)	17	LF	$350.00	$5,950.00	$1,900.00	$32,300.00	$750.00	$12,750.00
308.4.1.A.1.b	Pipe Boring and Jacking, 12" Water Line Casing (Rock)	17	LF	$450.00	$7,650.00	$3,000.00	$51,000.00	$1,200.00	$20,400.00
	DIVISION 400 - WATER								
401.4.1.A.1.a	Water Main Pipe – Size 6"	38	LF	$60.00	$2,280.00	$231.00	$8,778.00	$100.00	$3,800.00
401.4.1.A.1.b	Water Main Pipe – Size 8"	840	LF	$70.00	$58,800.00	$97.00	$81,480.00	$130.00	$109,200.00
401.4.1.A.1.c	Water Main Pipe – Size 12"	3344	LF	$80.00	$267,520.00	$94.00	$314,336.00	$120.00	$401,280.00
401.4.1.C.1	Temporary Water Service	1	LS	$135,000.00	$135,000.00	$127,000.00	$127,000.00	$160,000.00	$160,000.00
402.4.1.A.1.a	Gate Valve – Size 6"	1	EA	$980.00	$980.00	$1,050.00	$1,050.00	$1,500.00	$1,500.00
402.4.1.A.1.b	Gate Valve – Size 8"	4	EA	$1,000.00	$4,000.00	$950.00	$3,800.00	$1,500.00	$6,000.00
402.4.1.A.1.c	Butterfly Valve – Size 12"	11	EA	$1,500.00	$16,500.00	$1,500.00	$16,500.00	$2,500.00	$27,500.00
403.4.1.A.1	Hydrant	8	EA	$3,100.00	$24,800.00	$5,200.00	$41,600.00	$4,500.00	$36,000.00
404.4.1.B.1.a	Replace Water Service, Size 1"	8	EA	$5,000.00	$40,000.00	$7,300.00	$58,400.00	$4,500.00	$36,000.00
404.4.1.B.1.b	Replace Water Service, Size 1.5"	3	EA	$5,100.00	$15,300.00	$8,250.00	$24,750.00	$4,500.00	$13,500.00
404.4.1.B.1.c	Replace Water Service, Size 2"	4	EA	$5,400.00	$21,600.00	$6,800.00	$27,200.00	$4,500.00	$18,000.00
	DIVISION 600 - CULVERTS & STORM DRAINS								
602.4.1.F.1	Catch Basin – Type IV (2'X3')	1	EA	$5,000.00	$5,000.00	$5,200.00	$5,200.00	$6,000.00	$6,000.00
	DIVISION 700 - CONCRETE								
706.4.1.A.7.a	Curb and Gutter, Type Standard	504	LF	$65.00	$32,760.00	$160.00	$80,640.00	$120.00	$60,480.00
706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	92	SY	$190.00	$17,480.00	$350.00	$32,200.00	$220.00	$20,240.00
706.4.1.E.1.b	Concrete Sidewalks, thickness 7"	32	SY	$200.00	$6,400.00	$395.00	$12,640.00	$235.00	$7,520.00
	DIVISION 2000 - MISCELLANEOUS								
2030.4.1.C.1	Valve Box, Adjust to Grade	2	EA	$1,100.00	$2,200.00	$1,300.00	$2,600.00	$1,500.00	$3,000.00
	SPECIAL PROVISIONS								
S0405A	4" Fire service	1	EA	$3,000.00	$3,000.00	$7,000.00	$7,000.00	$9,000.00	$9,000.00
S0405B	6" Fire Service	1	EA	$3,500.00	$3,500.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00
S0480A	Meter Box 1"	1	EA	$1,000.00	$1,000.00	$4,000.00	$4,000.00	$2,750.00	$2,750.00
S0525	18" Steel Casing	40	LF	$200.00	$8,000.00	$860.00	$34,400.00	$250.00	$10,000.00
S0605	Inlet Box (Frame & Grate Only)	7	EA	$1,500.00	$10,500.00	$4,500.00	$31,500.00	$200.00	$1,400.00
	TOTAL				**$1,024,360.00**		**$1,604,007.00**		**$1,649,905.00**

Memorandum

File #: 25-148 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, February 4, 2025
DEPARTMENT: Idaho Falls Power

Subject
IFP 25-05 FHWA Charging and Fueling Infrastructure Grant - Idaho Falls Electric Vehicle (EV) Chargers - Blink Network, LLC

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve Blink Network, LLC's proposal to supply NEVI-compliant EV charging equipment at a not-to-exceed cost of $1,451,616.00 (or take other action deemed appropriate).

Description, Background Information & Purpose
City Council approved the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure Grant on August 22, 2024. The materials portion of the grant is roughly budgeted for $2.3 million out of a total grant award of $3,753,570.00 (Federal Grant - $3,002,856, recipient share - $750,714.00). Idaho Falls Power (IFP) solicited quotes from qualified vendors to supply DC Fast Charging and Level 2 Charging equipment for four City of Idaho Falls corridor EV charging locations. 17 proposals were received and put through a product grading process based on technical approach, cost, experience and qualifications, project management and references. There were three competitive vendors with Blink Network, LLC providing the lowest quote and the highest quality.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

This action supports our readiness to promote environmental sustainability, support equitable access to clean energy infrastructure and enhance community preparedness for the adoption of electric vehicles. This action also supports the sustainability element of IFP's Strategic Plan.

Interdepartmental Coordination
The City Legal Department and Idaho Falls Power worked on this agreement.

Fiscal Impact

This project is included in the 2024/25 IFP's Capital Improvement Plan budget.

Legal Review
The City Legal Department concurs this action complies with applicable law.

Idaho Falls Power

Bid Tabulation

Project: Corridor EV Chargers — IFP 25-05

Submitted: 2/4/25 — Reese Lawley

		Blink		BTC Power		SWTCH		Bidder	
	Description								
		Cabinet	$865,676.00	Cabinet	$520,080.00	DCFC	$1,198,272.00		
		Dispenser	$205,536.00	Dispenser	$425,520.00	DCFC Cable Management	$50,448.00		
		Warranty DCFC 5 year	$319,996.00	Level 2	$35,960.00	DCFC Commissioning	$3,008.00		
		BlinkCare	$7,996.00	Maintenance Plan	$404,400.00	Network Activation	$3,600.00		
		Network DCFC 1 Year	$7,680.00	Warranty 3 Year	$74,200.00	Network Management Cellular	$4,032.00		
		Level 2 Charger	$28,480.00	Install	$108,160.00	Network Management	$14,400.00		
		Pedestal Mount	$1,036.00	Network - Through 2029	$28,800.00	Warranty Extention 1 year	$239,656.00		
		Cable Management	$4,756.00			Level 2 Zerova	$18,056.00		
		L2 Warranty 5 Yr	$6,144.00			Pedestal	$6,976.00		
		Blink Care L2	$2,396.00			Hardware Outdoor Networking	$4,528.00		
		Network L2 1 Year	$1,920.00			L2 Activation	$400.00		
						L2 Network	$4,320.00		
						L2 SWTCH Care	$8,352.00		
	Acknowledgement of Addendum	Yes		Yes		Yes			
	Total:		$1,451,616.00		$1,597,120.00		$1,556,048.00		
	Loss Penalty								

Idaho Falls Power

RFP #IFP 25-05 Corridor EV Chargers



Proposal Submitted
by Blink Network, LLC

November 14, 2024

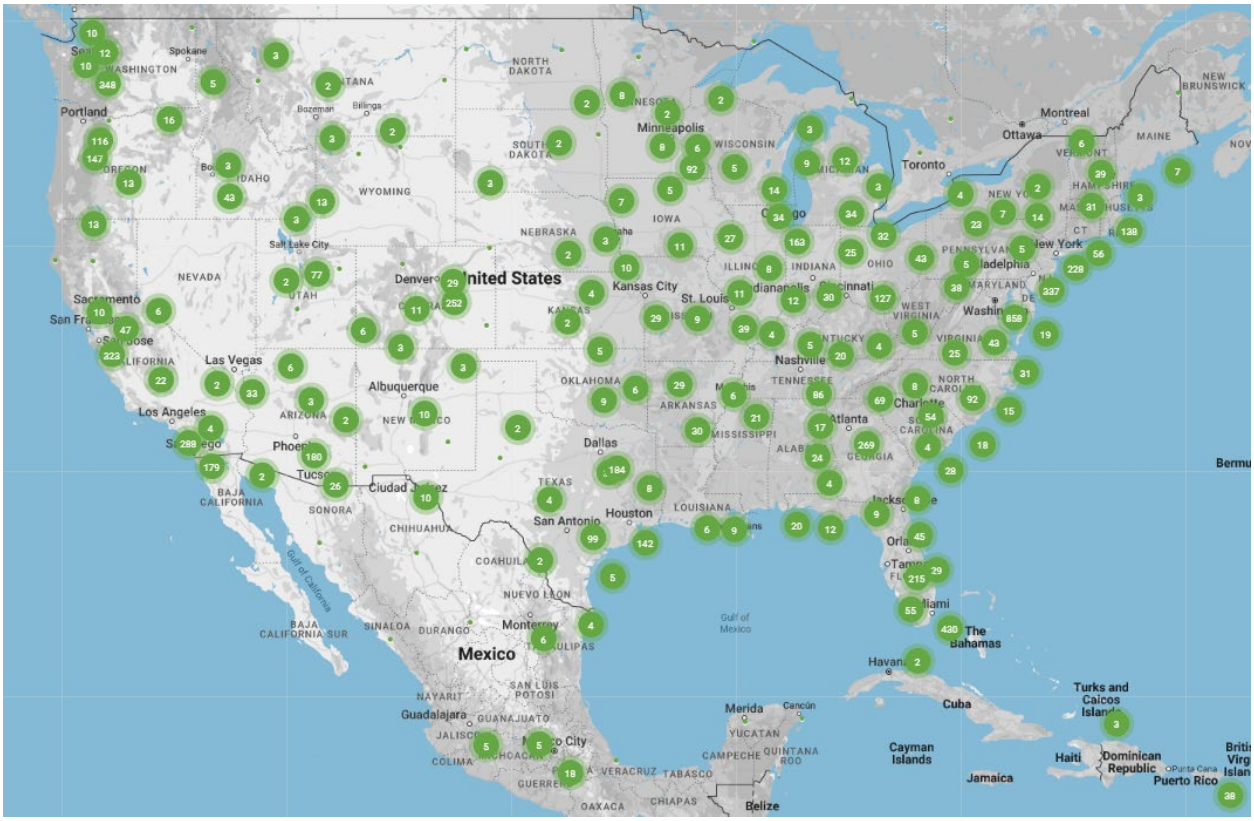
STEPHANIE POZDOL | *Proposal Coordinator*
spozdol@blinkcharging.com
571-643-1062

NATHAN DALEBOUT | *Territory Sales Manager*
ndalebout@blinkcharging.com
801-631-7347

COMPANY BACKGROUND

Founded in 2009, Blink Network LLC is a Maryland based, publicly traded EV charging company. Blink is an EVSE leader who designs and manufactures a wide portfolio of EV charging stations ranging from home charging, low to high power Level 2, and 60kW-600kW DC Fast Chargers. Blink is the second largest charging company in the US and our recent global expansion includes seven offices in five countries for a total of over 700 employees worldwide. Blink chargers are found in numerous locations including airports, retail, healthcare facilities, multi-family residential communities, recreation areas, transportation hubs, C-Stores, car dealerships, and more.

Blink presents a diverse product line-up that boasts the most advanced equipment in the industry, and we offer a wide range of reliable and efficient, innovative charging solutions and business models for every situation, including commercial fleet vehicles. Our chargers surpass market performance measures, allowing them to deliver faster charge times and more miles gained per hour. Beyond Blink's industry-leading equipment and comprehensive network of public charging stations, lies a mission to slow climate change by reducing greenhouse gas emissions caused by transportation.



Blink's corporate management team includes an unparalleled group of industry experts with over one hundred years of combined experience in the automotive and EV charging industry. This expertise allows Blink's products to be at the forefront of the EV infrastructure revolution. Our leaders are building the industry by developing forward-looking products that respond to auto manufacturers'

adoption of larger and more advanced EV batteries. We collaborate with innovative, like-minded organizations that share our vision of building the EV infrastructure for widespread EV adoption leading to a greener, more sustainable tomorrow.

STRONG AND GROWING PARTNERSHIPS



CAPABILITY AND SKILLS

For the past 15 years, Blink has been an electric vehicle charging company dedicated to slowing climate change by reducing greenhouse gas emissions caused by gas-powered transportation. We are a nationwide leader in electric vehicle charging equipment, network, and services, and we continue to pave the way for growth of the EV industry by accelerating adoption of EVs through deploying EV charging infrastructure nationwide and globally. We have thousands of EV chargers deployed across the globe in 26 different countries. Blink's vertical integration creates unparalleled opportunities for Blink to control its supply chain and accelerate its go-to-market speed while reducing operating costs. Complete Blink vertical integration includes research and development, manufacturing, EV charger deployment and installation, charger ownership, operations, and maintenance, and finally, the Blink Network providing 24/7/365 customer service and support.

Blink's deployment team has years of experience rolling out large-scale EVSE projects throughout the United States and globally. Our success in installations is due to strong connections with our vendors

who are vetted, EVITP-certified, and trusted to handle every task. The contractors we work with provide industry-leading quality of work and professionalism, and they hold years of installation experience.

Due to the continued volatility in the world's supply chain, Blink relies on its industry connections with suppliers that can prioritize obtaining equipment within the scope of service timelines. We will work with our partners to ensure best pricing for all services outlined in this RFP. The Blink team has a proven record of accomplishment in managing stakeholders' communication, objectives, and expectations to complete projects no matter the size. Blink's deployment manager ensures all subcontractors have all necessary certifications/licensures to complete the projects following local, state, and federal regulations.

In all projects, Blink provides transparency and process support from inception to installation. We pinpoint optimal locations for EV charging infrastructure, offer flexible business models, identify funding opportunities and provide an expert team to ensure project success. Blink offers industry leading equipment, low or no up-front costs, revenue sharing opportunities, real-time charger tracking, 24/7 support, and more.

KEY DIFFERENTIATORS

Blink is a vertically integrated charging solutions provider and can provide leading quality thanks to our in-house hardware design, engineering, and manufacturing coupled with in house firmware development and cloud management software. By controlling the entire hardware and software experience we have full control, unlike nearly all of our competitors.

We have been able to refine our hardware to maximize quality through our high volume of tens of thousands of existing deployments. Since Blink not only sells hardware but is also an Owner and Operator of charging stations ourselves, we have our interests aligned with our clients to deliver a high-quality product.

Because of our vertically integrated nature, we have the ability to lead the industry on pricing as well. Our vertically integrated software and hardware stack allows us to provide leading Customer Service with timely resolution to issues if they are to arise. We offer 24/7 Customer Service with host and driver support in our Tempe, Arizona Network Operations and Customer Service center couple with our facilities in Miami Beach, Florida, Bowie, Maryland, and in India.

- Extensive EV Charging Business Expertise, Founded 2008
- Leading Vertically Integrated Hardware and Software solutions provider in the US
    - Over 40,000 Charging Ports in America including 2,000 DC and 20,000 Public
    - Chargers in all 50 states and 29 countries
    - Full OCPP and OCPI interoperability; hardware agnostic with both Blink manufactured units and hardware from 10+ additional vendors

  - Multiple Mounting Options (wall, pedestal, pole)
  - Level 2 (48,80 AMP) & DCFC up to 600kW
- Aluminum Outdoor Rated Enclosure on L2 for longevity
- Sleek compact form factor, efficient power utilization with dynamic load management
- LED at a "Glance" Status Lights, Dynamic status in app with roaming map and app partners
- Software customizable for Fleets
  - Wireless technology with cloud-based platform
  - Extensive fueling information & reports
  - Integration available through API, OCPI, OCPP
  - Demand, Load & Peak Charge Capabilities
- Best Lead Time in the Industry
- Stocking of inventory for ready turns available
- Any electrician can install chargers
- Quickest Installation Time in the Industry
- Ongoing product development & enhancements
- 99.7% uptime at the network level; SLA options for hardware 97%+ uptime
- EVITP Certified/Sourcewell Contract
- Warranty: Fully Replacement of Charger (L2)
  - Eliminates extended downtime
  - Remote troubleshooting 24/7

PROJECT APPROACH

To meet the objectives of this project, Blink's approach focuses on delivering high-quality, NEVI-compliant EV charging equipment that will fully support Idaho Falls Power's sustainability and public-access goals. After assessing Idaho Falls Power's specific requirements, Blink is offering the following EV chargers:



Level 2 Charger

The Blink Series 8 dual-port ISO model features an integrated credit card reader, is configurable up to 80A via a built-in derating switch, and can be connected via Wi-Fi, ethernet, or cellular. This charger is ISO 15118 hardware-ready and features a modern and compact design with a terminal block for effortless installation. An optional cable management system keeps the cables clean and tidy for drivers, offering customers a full sleek EV charging solution to meet their business needs.

- Dual-port design
- Payment options: Google Pay, Apple Pay, RFID cards, all major credit cards, and Tap to Pay

- Rugged aluminum enclosure for durability
- Configurable up to 80A max via built-in derating switch
- Seamless data communication: Wi-Fi, built-in Ethernet port, and 4G LTE cellular
- Sleek and compact head unit, pedestal, and cable management system
- New terminal block supporting #2 AWG input cabling for simple installation
- ISO 15118 hardware-ready
- Easy-to-read LCD screen for clear charging session information
- Universal J1772 and NACS connectors for compatibility with all electric and plug-in electric hybrid vehicles (Tesla adapter required)
- Bright status LED indicator lights
- Pedestal and wall mount options for flexible installation

DC Fast Charger



The equipment proposed by Blink for this project is our Kempower 600kW Dynamically Distributed DC Fast Charger. Featuring 12 High Performance dual channel 50kW Power Modules, for 600kW in Max Power Output, this system is modular and scalable to maximize power efficiency and mitigate demand fees. The 600kW Power Cabinet feeds 4 High Performance 400a CCS satellite dispensers with options for NACS connectors and liquid cooling for higher current output. This high current design can allow for power outputs as high as 400kW to a single vehicle and a minimum of 150kW to 4 cars each simultaneously for full NEVI compliance.



Developed for the harsh Winter conditions of Finland originally, this unit is world renowned for its cold weather performance and manufactured in Durham, NC for Buy American compliance.

Technical Specifications

- Power Output: Scalable from 50kW to 600kW per cabinet group
- Dispensers: Supports up to 4 satellite dispensers with an option for 6
- Cabling Options: CCS, NACS, and ChaDeMo, configurable in any combination
- Cold Weather Performance: suitable for use in climates as low as –30 degrees; developed in Finland

- Redundancy: 50kW quick swap Power Modules with independent redundancy
- Efficiency: High conversion efficiency, reducing operational costs
- Safety Features: Comprehensive safety protocols, including over-voltage and over-current protection.

These chargers ensure that the equipment not only meets federal standards for power delivery but also performs optimally in Idaho's variable climate, including during harsh winter conditions.

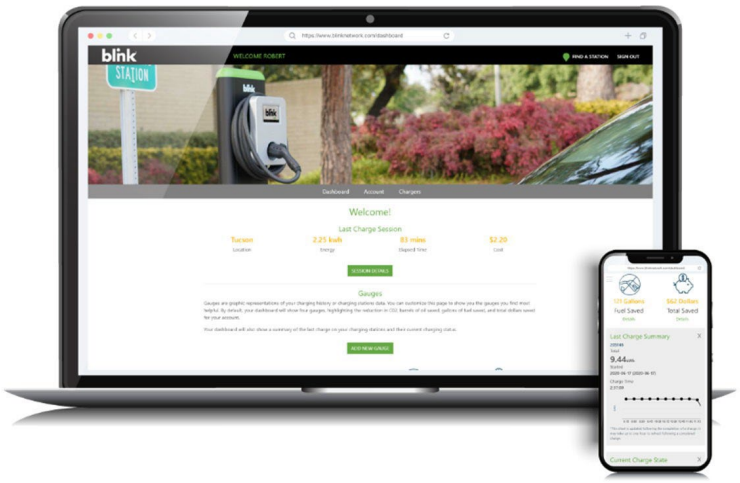
The equipment we are providing is designed for ease of integration and future scalability, supporting interoperability through Open Charge Point Protocol (OCPP) 2.0.1. This allows seamless communication with other charging networks, providing EV drivers with a flexible, accessible charging experience. Additionally, our units comply with ADA standards and offer versatile payment options, including contactless payments and multilingual support, aligning with Idaho Falls Power's objectives to provide inclusive, publicly accessible charging.

We are committed to offering guidance to ensure the integration of our equipment is efficient and successful. Our technical support team will be available to assist Idaho Falls Power and their installation partners with any questions regarding setup and operational specifications. This collaborative approach supports the project's broader objectives to establish a reliable, future-ready EV charging infrastructure in Idaho Falls.

BLINK NETWORK

Blink Network is a complete network solution provided by Blink from the ground up. Blink owns and operates the network the Blink EV charging stations used to process revenue and provide immediate data reporting from each unit to the property owner/administrator.

The Blink Network portal creates real time reporting for multiple data points including: EVSE location identifiers, number of charging events, number of unique users, charging session start/end time, successful session completion by port, energy dispensed to EVs per session by port, peak session power by port, price paid by customer, average charging event time, average charging event power and charging stations operation status. The Blink Network is designed to give full visibility of all charger locations and status. All charging history is stored on our cloud-based software and accessible 24/7.



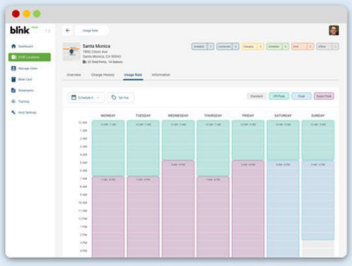
- Multiple modes of communication, including Wi-Fi and Cellular
- Smart-phone applications for status changes and notifications
- Role-based features to manage permissions and access levels
- Ability to manage multiple chargers with detailed data sets
- Secure, high-availability, enterprise-grade infrastructure
- Geographically separated secondary systems for disaster recovery and management
- Data flow facilitated with API integrations
- Real-time cloud-based management capabilities with remote updates
- 24/7 Customer Support Center with action-tracking system
- Blink Network Operations Center (NOC) proactively monitors and manages the Blink Network
- Smart grid implementation and support for commercial users and utilities
- Secure, high availability, enterprise grade infrastructure and software technologies with geographically separated secondary systems for disaster recovery and management
- Integrated feedback functionality to help improve user experience

Host Dashboard Features

The Blink Network host dashboard customizes your experience by giving you access to your charging station data in one convenient dashboard.

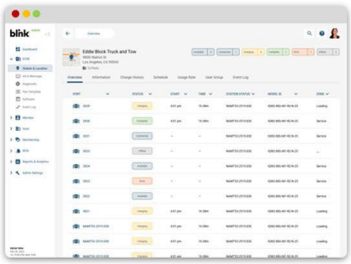
Host Locations

- Designed for easy management of multiple charging stations, with the ability to obtain detailed data sets and in-depth station information
- Usage, billing, and station information and reporting capabilities
- Role-based controls managing permissions for multiple access levels
- Access to dynamic information any time, from anywhere, on your mobile device or computer
- Unique usernames, passwords, security questions, and encrypted communications for an added level of security



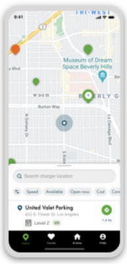
Host Portal

Network Hosts manage EVSEs



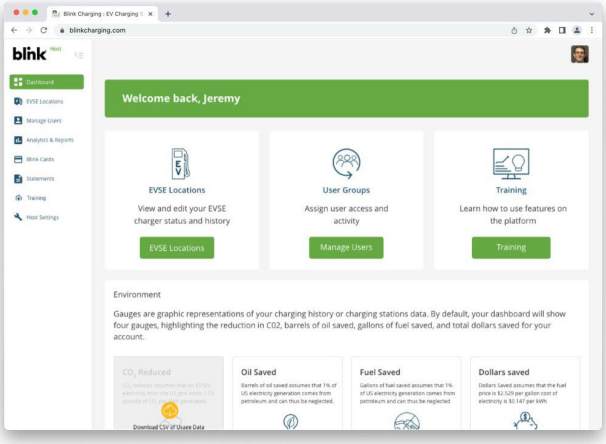
Admin Portal

NOC & Customer Service Agents manage EVSEs and users



Consumer Mobile App

Network and HQ 200 Smart Consumers manage EV charging



Station Payment Options and Roaming

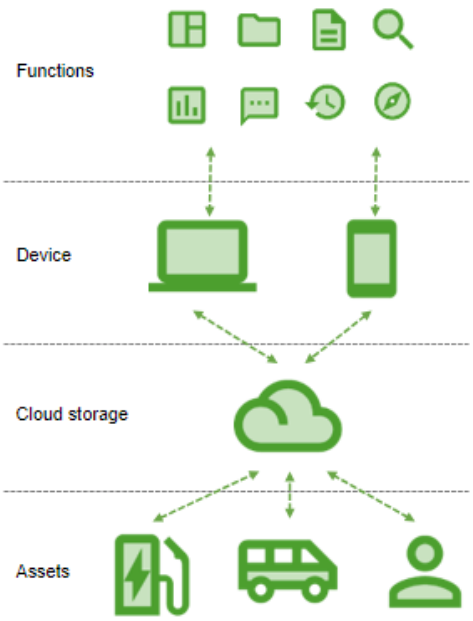
- Integrated Payer Credit Card Terminal (MasterCard, Visa, Amex, Discover, Google/Apple Pay) Blink Charging Mobile App
- Blink Charging RFID Cards
- Wex RFID Fueling Cards
- ChargeHub App (roaming with ChargeHub, North America's largest eMSP app)
- Shell ReCharge App (roaming through the Shell Recharge charging app)
- ChargePoint App (roaming through the ChargePoint charging app, launching December 2024)
- FordPass App (roaming for Ford Drivers, within the Ford app and vehicle infotainment)
- MyGM App (roaming for GMC, Chevy, Cadillac Drivers, within the GM app and vehicle infotainment)
- MyBMW App (roaming for BMW Drivers, within the BMW app and vehicle infotainment)
- More roaming integrations launching in 2025 (Parkopedia, Wireless Car, and more)

Support

- Supports Blink electric vehicle charging stations
- CRM system integration
- Over-the-air firmware management capabilities
- 24/7 Customer Support Center with action-tracking system
- Blink Network Operations Center (NOC) proactively monitors and manages Blink Network
- Smart grid implementation and support for commercial users and utilities
- Secure, high availability, enterprise grade infrastructure and software technologies with geographically separated secondary systems for disaster recovery and management

Vehicle Fleet - Track Vehicle Performance and Drivers

Blink's Fleet Management Software adds additional features for fleet managers and operators. On the Manage Fleet page, you can view, add, and manage fleets and fleet vehicles. Within this page, you can manage individual fleet vehicles, EVSE, and notifications. You will also be able to manage energy schedules, which allows you to set the maximum and minimum levels for a vehicle.



Additionally, you will be able to configure the energy flow schedule to best match your day-to-day fleet operations.

- Single dashboard for managing all electric fleet vehicles, drivers, and other assets.
- Chargers connected to The Blink Network for remote management and robust reporting.
- Get notification during plug-in/plug-out and not enough charge.
- Real-time status of vehicles, chargers, drivers, and other fleet assets.
- Over-the-air firmware updates enable remote management and troubleshooting.

NETWORK OPERATIONS CENTER

Blink's Network Operations Center (NOC) based out of Tempe, AZ provides 24/7/365 technical and customer support and remote monitoring and troubleshooting of stations. NOC has live personnel for all customer service-related calls for corporate hosts and drivers. Department leaders within NOC evaluate KPIs on a daily/weekly/monthly basis to ensure adherence to customer service standards. This allows Blink to proactively identify the need for additional staffing, and to adjust schedules to accommodate high-volume hours for both calls and tickets. Blink provides superior and efficient

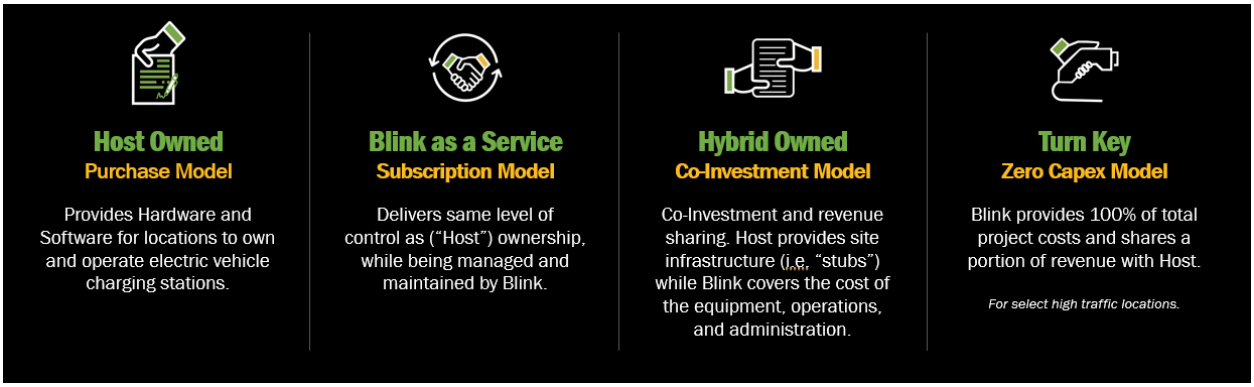
customer service through every step of the EV solution process, from onboarding to commissioning, to account management, to NOC related support and maintenance requests.

Blink's Customer Support is also available for station hosts and EV drivers at (888) 998- 2546 or by emailing support@blinkcharging.com. It serves as a single point of contact for membership questions, station issues, and other queries. Customer Support is available 24 hours a day, 7 seven days a week, 365 days a year.

PROPOSED BUSINESS MODEL

For this particular project, Blink is proposing a Host Owned and Operated model. Idaho Falls Power will be fully responsible for the purchase of all hardware and services within this RFP response.

However, for future projects, Blink has flexible business models and payment options ranging from leasing (Blink as a Service) to financing. In certain cases, Blink can provide the charging infrastructure at no cost if being monetized for use by the public; this is called Blink Owned and Operated.



PROPOSAL PRICING

The pricing outlined below covers hardware, warranty, preventive maintenance, and network services only; installation costs are not included. Blink estimates installation cost between $150,000 - $400,000 and would need to dispatch contractors to the prospective locations for site evaluation and accurate estimating. We would be pleased to offer an updated proposal to include installation once site access for evaluations becomes available. Pricing varies significantly for each project based on site location, layout, environmental constraints, power availability, ADA accessibility requirements, and several other variables.

LOCATION: Idaho Falls Power - 140 S Capital Ave, Idaho Falls, ID, 83402

Product Description		Unit Cost	Qty		Total Cost
DC Fast Charger					
Kempower 600kW Triple Cabinet (NEVI-Compliant)	$	216,419.00	1	$	216,419.00
Kempower CCS Satellite Dispenser (NEVI-Compliant	$	12,846.00	4	$	51,384.00
DCFC Warranty - 5 Years Parts and Labor	$	79,999.00	1	$	79,999.00
Blink Care Preventative Maintenance (Annual Fee)	$	1,999.00	1	$	1,999.00
Network Services (Annual Fee)	$	1,920.00	1	$	1,920.00
Level 2 Charger					
Series 8 ISO J1772/NACS 23 ft (NEVI-Compliant)	$	7,120.00	1	$	7,120.00
Pedestal Mount	$	259.00	1	$	259.00
Cable Management System	$	1,189.00	1	$	1,189.00
L2 Warranty - 5 Years Parts and Labor	$	1,536.00	1	$	1,536.00
Blink Care Preventative Maintenance (Annual Fee)	$	599.00	1	$	599.00
Network Services (Annual Fee)	$	480.00	1	$	480.00
				$	**362,904.00**

LOCATION: Memorial Dr – 755 Memorial Dr, Idaho Falls, ID 83402

Product Description		Unit Cost	Qty		Total Cost
DC Fast Charger					
Kempower 600kW Triple Cabinet (NEVI-Compliant)	$	216,419.00	1	$	216,419.00
Kempower CCS Satellite Dispenser (NEVI-Compliant	$	12,846.00	4	$	51,384.00
DCFC Warranty - 5 Years Parts and Labor	$	79,999.00	1	$	79,999.00
Blink Care Preventative Maintenance (Annual Fee)	$	1,999.00	1	$	1,999.00
Network Services (Annual Fee)	$	1,920.00	1	$	1,920.00
Level 2 Charger					
Series 8 ISO J1772/NACS 23 ft (NEVI-Compliant)	$	7,120.00	1	$	7,120.00
Pedestal Mount	$	259.00	1	$	259.00
Cable Management System	$	1,189.00	1	$	1,189.00
L2 Warranty - 5 Years Parts and Labor	$	1,536.00	1	$	1,536.00
Blink Care Preventative Maintenance (Annual Fee)	$	599.00	1	$	599.00
Network Services (Annual Fee)	$	480.00	1	$	480.00
				$	**362,904.00**

LOCATION: John's Hole Forebay –1020 Landbank St, Idaho Falls, ID 83402

Product Description	Unit Cost	Qty	Total Cost
DC Fast Charger			
Kempower 600kW Triple Cabinet (NEVI-Compliant)	$ 216,419.00	1	$ 216,419.00
Kempower CCS Satellite Dispenser (NEVI-Compliant	$ 12,846.00	4	$ 51,384.00
DCFC Warranty - 5 Years Parts and Labor	$ 79,999.00	1	$ 79,999.00
Blink Care Preventative Maintenance (Annual Fee)	$ 1,999.00	1	$ 1,999.00
Network Services (Annual Fee)	$ 1,920.00	1	$ 1,920.00
Level 2 Charger			
Series 8 ISO J1772/NACS 23 ft (NEVI-Compliant)	$ 7,120.00	1	$ 7,120.00
Pedestal Mount	$ 259.00	1	$ 259.00
Cable Management System	$ 1,189.00	1	$ 1,189.00
L2 Warranty - 5 Years Parts and Labor	$ 1,536.00	1	$ 1,536.00
Blink Care Preventative Maintenance (Annual Fee)	$ 599.00	1	$ 599.00
Network Services (Annual Fee)	$ 480.00	1	$ 480.00
			$ 362,904.00

LOCATION: Freeman Park - 1290 Science Center Dr, Idaho Falls, ID 83402

Product Description	Unit Cost	Qty	Total Cost
DC Fast Charger			
Kempower 600kW Triple Cabinet (NEVI-Compliant)	$ 216,419.00	1	$ 216,419.00
Kempower CCS Satellite Dispenser (NEVI-Compliant	$ 12,846.00	4	$ 51,384.00
DCFC Warranty - 5 Years Parts and Labor	$ 79,999.00	1	$ 79,999.00
Blink Care Preventative Maintenance (Annual Fee)	$ 1,999.00	1	$ 1,999.00
Network Services (Annual Fee)	$ 1,920.00	1	$ 1,920.00
Level 2 Charger			
Series 8 ISO J1772/NACS 23 ft (NEVI-Compliant)	$ 7,120.00	1	$ 7,120.00
Pedestal Mount	$ 259.00	1	$ 259.00
Cable Management System	$ 1,189.00	1	$ 1,189.00
L2 Warranty - 5 Years Parts and Labor	$ 1,536.00	1	$ 1,536.00
Blink Care Preventative Maintenance (Annual Fee)	$ 599.00	1	$ 599.00
Network Services (Annual Fee)	$ 480.00	1	$ 480.00
			$ 362,904.00

Total Investment	**$ 1,451,616.00**

RELEVANT EXPERIENCE AND REFERENCES

SALT LAKE CITY AIRPORT	
Name	Greg Arslanian
Title	Facilities Manager
Contact Info	(801) 209-9052 greg.arslanian@slcgov.com
Scope	Replaced 10 dual ChargePoint stations with Series 7. Replacing additional 40 ChargePoint stations. Installed 120kW DCFC.
CITY OF WALNUT CREEK	
Name	Karlan Larson
Title	Traffic Control Supervisor
Contact Info	(925) 943-5899 Ext. 2443 klarson@walnut-creek.org
Scope	Deployment of 4 Series 7 chargers and 5 Series 8 chargers
CITY OF PHOENIX	
Name	Karen Apple
Title	Electric Vehicle Program Manager
Contact Info	(602) 214-6824 karen.apple@phoenix.gov
Scope	Installation of 80 Series 7 chargers
VICTORY AUTOMOTIVE GROUP	
Name	Paul Esparza
Title	Construction and Facilities
Contact Info	(616) 690-7477 paul.esparza@vagmgt.com
Scope	Deployment of charging stations to over 30+ dealerships
ROYAL FARMS	
Name	Tom Ruszin
Title	Fuel & Environmental Leader
Contact Info	(410) 812-9324 truszin@royalfarms.com
Scope	DCFC deployment throughout east coast for 29 locations

Additionally, Blink currently has an established presence of Level 2 chargers across the City of Idaho Falls, with installations at various hotels and residential complexes, providing convenient access to EV charging for residents and visitors alike.

FINANCIAL STATEMENTS

Provide last three years of audited financial statements

Blink's financial statements can be found at https://ir.blinkcharging.com/sec-filings/all-sec-filings.

EXCEPTIONS TABLE

Blink has no exceptions to this RFP.

CITY OF IDAHO FALLS

IDAHO FALLS POWER
IDAHO FALLS, IDAHO
Phone 208-612-8356

ADDENDUM #1

REQUEST FOR PROPOSAL NUMBER **IFP-25-05**

Upper Generator Control

To All Bidders November 8, 2024

Please see the question and answers to follow.

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

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

Receipt acknowledged and conditions agreed to this 14 day of November, 2024

Company Blink Network, LLC

By: Tim Nemec

Title Chief Revenue Officer

Bid No. RFP 25-001 Q&A

1. What is project budget? The portion of the grant allocated for this RFP is roughly $2.3 million.
2. Clarification that all 4 of the listed sites need to be equipped with 4 NEVI compliant DCFC charging port and two level 2 ports. Correct.
3. May we have the milestone payment schedule? We do not have a milestone payment schedule, as we will be paying as we go when invoices come in.
4. We are required to submit financial statements - this will be a public record: how will our information be protected so it won't be publicized? Do we need to send it separately? If you would like to keep your financial statements private you can send them in a separate/document PDF when you send over your proposal, and we will ensure it is not publicized.
5. Will the contract be awarded as a single package for all 4 sites, or can different bidders be awarded individual sites? The award will be a single package. We hope that the installs happen rather simultaneously and would like to streamline things by working with one bidder or a joint bid for chargers and required operational software.
6. Section 1(a) states "*supply of equipment & **services***". Please provide a detailed breakdown of the services included in this scope. Every charger manufacture is a bit different and has different offerings. Services might not have been the best word, but generally referring to things such as POS software/systems, management software, warranty's, uptime guarantees.
7. Is the City of Idaho Falls responsible for utility power upgrades (e.g. additional transformers or power lines) to provide 480V, 3-phase power supply to the DC chargers, or is this the Bidder's responsibility? Idaho Falls power will be handling the utility upgrades such as the line extensions and transformer installs. We are already working with a civil engineering firm to develop the sites so that they are EVSE ready.
8. Who will own the Chargers upon their commissioning and commencement of commercial operations? Idaho Falls Power/City of Idaho Falls will own the chargers.
9. Who will be responsible for the operations and maintenance of these Chargers post installation and commissioning? It depends on the exact proposal we select. Some companies offer service warranty's which is something we will consider. The maintenance must be completed by someone who is EVITP certified. A service warranty is not a requirement of the proposal, but we do anticipate receiving bids that include them.
10. If the Bidder is responsible for operations and maintenance of the Chargers:

    1. What is the duration of this responsibility? It can vary slightly. We are open to purchasing a warranty in 1-year increments or purchasing longer term service plans. We are also open to not purchasing a warranty or service agreement and utilizing local EVITP certified electricians as needed.
    2. Can you please provide traffic data at each site and the estimated number of annual charging sessions? This is unavailable currently.

11. Does the work scope under this RFQ also involve:
    1. installation of AC & DC Chargers. This is a guideline but not a requirement.
    2. utility power upgrades. No, this will be completed by Idaho Falls Power
    3. Commissioning Yes

4. Operation & maintenance. Depends on the package selected
5. Insurance? No, warranty, yes

12. Will there be any extra points or preference given to the Bidders who quote installation, commissioning, operations and maintenance of the Chargers? We will look at the entire package and determine the best fit for the project. I would recommend providing multiple options in your proposal. The most important component is NEVI compliance. These additional services will be evaluated under the technical approach section of the rubric.
13. If installation is a part of this RFQ, or if not, for the Bidders interested in proposing the installation, can you please provide a site plan indicating the designated or the preferred installation spots at each of the 4 sites? We do not have final site plans available currently.
14. Will there be publication of all Q&A after Nov 08 for the benefit of all the Bidders? Yes, I hope to have the Q&A published by end of day on Nov 8th, or Nov 12th at the latest.
15. Is there a list of registered bidders available for this RFP, or a way to view which companies have expressed interest in participating?
At this time there is not a formal list of interested bidders.
16. Concerning the contract duration for software management and services, could you please confirm if there is a specific contract term defined, or if this will be determined based on the proposals submitted?
We are open to multiple contract lengths. This is a grant funded project, and the project end date is September 2029. The proposal should not include software licenses past September 2029.
19. Is the bid requesting four NEVI-compliant DC fast chargers at each site specified in the RFP? Or is each site meant to receive one NEVI-compliant DC fast charger, resulting in a total of four chargers requested? We are required to have 4 NEVI compliant DCFC ports at each site. There are multiple solutions that would meet this requirement such as 4 single port units, or 2 units with 2 ports each.
20. Is the bid requesting DC fast charging units that also offer two level 2 charging port options, or is it asking for separate level 2 charging units to be installed near the DC fast charging unit? 4 NEVI compliant DCFC ports and 2 NEVI complaint level II ports at EACH site. A total of 4 sites, so the proposal should include 16 DCFC ports and 8 Level II ports. The level II chargers will be separate units.
21. Could you clarify expectations around capital sources to finance the project? Is there an assumption that the bidder will finance a portion of the project? This is a grant funded project. To my understanding we will be paying the invoice and then we will be reimbursed by the FHWA. I will try to get a better answer, but I don't think the bidder will need to finance any portion of the project
20. Will performance bonds be required for this project? Yes, if your proposal includes the installation of the chargers.
21. Could you provide more specifics on the expected ongoing maintenance responsibilities? For instance, would bidders need to provide a dedicated support team, or is there a shared responsibility model for uptime and repair management? This entirely depends on what you are capable of offering. Some charger manufacturers offer performance warranty's that guarantee uptime. We do have uptime guarantees due to the language of the grant. That said, we are also open to training one of our staff electricians to complete the maintenance or contracting out

maintenance as needed to EVITP certified electricians. We have received interest from a wide array of companies, and they have different offerings, so it's hard to definitively say exactly what will be the best fit for us without having reviewed any proposals yet. We have an open mind on this.

22. Is there a preference for training Idaho Falls Power staff on the new solution, or will the proposer be expected to handle this entirely? There is no preference, and we expect to receive proposals that present both options. We see both as viable paths.

23. Are there known site preparation requirements (e.g., trenching, foundation preparation) that could impact the installation process?) 3 out of 4 sites require new parking areas and utility upgrades. We are already working with a local design firm on parking lot designs.

24. Will Idaho Falls Power manage site preparation, or should we include these costs in our proposal? Idaho Falls Power will manage the site prep.

25. Total proposed cost will be evaluated in relation to the budget. Is there a stated budget for this project? In our grant application we allocated 2.3 million of the budget for hardware, software/network, POS system. Essentially all the necessary operational components of the charging station.

26. Can you please confirm the minimum required length of the software network plan to be included in the bid? The minimum would be 1 year, but we are open to software licenses through the grant award window which ends 9/30/2029.

27. Can you please confirm the minimum required length of warranty for the hardware to be included in the bid? The minimum would be 1 year, but we are open to warranties that run through the grant award window which ends 9/30/2029.

28. Can you share whether Idaho Falls Power won a CFI grant or whether this IFP is to support an application for the grant? We have already been awarded the CFI grant and have signed the agreement.

29. On Pg.14 of the RFP advertisement, #7.a. states "The successful Bidder shall, within five (5) business days after receiving notice of award, sign and deliver to the IFP the Service Agreement hereto attached together with the acceptable certificate of insurances and endorsements as required in these documents." Can you please share a copy of this Service Agreement and insurance requirements? So, in this case we will need to complete a purchase order for the selected proposal (this won't be handled until after the award date). As far as insurances go, we are referencing any necessary workers comp insurance, general liability insurance, or auto mobile insurance. Depending on what you propose each of these may not be applicable.

30. Are the project requirements the same for both DCFC and Level 2? If not, are you able to highlight the differences? There are NEVI standards for level II charging, albeit much less stringent.

31. On the evaluation criteria it is at a 25 point scale. Are these weighted in any direction? The evaluation criteria are evenly weighted.

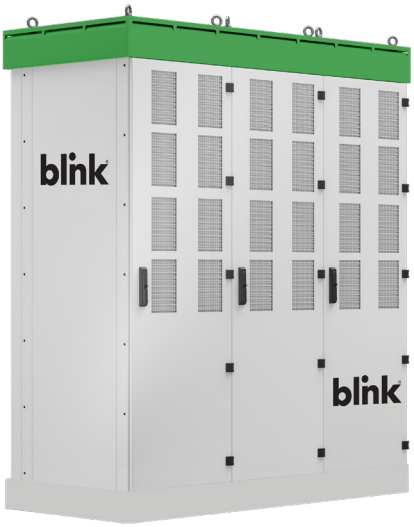
32. The terms and conditions are mentioned, but not attached. Are there any other terms and conditions we need to review? There are no other terms and conditions, outside of what is listed in the RFP and referenced local, state, or federal statutes. This is a grant funded project under the CFI Corridor grant if that helps steer you at all.

33. Would it be possible to extend the submission date? We currently have no intention of extending the submission deadline.

KEMPOWER blink

Distributed 600 kW Cabinet DC Charging System





GENERAL ELECTRICAL SPECIFICATION	
Max power output per port	320kW @ 800VDC
Max power output per cabinet	600kW
Output power granularity	25kW in standard operation
Input voltage	480 VAC ±10% 3 Phase
Network type	TN-S, TN-C, TN-C-S, TT
Input frequency	50–60 Hz
Overvoltage category	III
Icc	70 kA
Power factor at full load	0.98
THDi	< 5%
Output voltage	150–1000 VDC
Efficiency at full load	> 95%
Idle power	20 VA
Standby power	150 W
ENVIRONMENTAL SPECIFICATION	
Operating temperature	-30 – +55 °C
Current derating [1]	Charging current decreases 1.5% for every 1 °C rise in temperature above +40 °C
Maximum altitude without derating	2000 m
Altitude derating	Charging current decreases 1.4% for every 100 m rise above 2000 m
Operational noise level	< 60 dB at 1 m distance
Storage temperature	–40 – +60 °C
Ambient air humidity	< 95% relative humidity
Enclosure rating	IP54, IK10
CONNECTORS, PROTOCOLS AND USER INTERACTION SPECIFICATION	
Connectors	CCS, NACS, ChaDeMo
WiFi	802.11 b/g/n (2.4/5 GHz)
Cellular/GPS	LTE-FDD, LTE-TDD, WCDMA, GSM
Ethernet	RJ45, IEEE 802.3/802.3u
OCPP	1.6J/2.0.1
Payment	Credit Card Payment Terminal

[1] Thermal performance applies only to a standard, unbranded Kempower Power Unit.

Accessible.

Series 8 (ISO Model)

80A L2 EV Charging Station with Credit Card Reader PLUS Wi-Fi, Ethernet, and Cellular Connection Capability

Enhance your business's EV charging capabilities with the versatile Blink Series 8 ISO model. Featuring an integrated credit card reader, adjustable power, and ISO 15118 hardware readiness, it is suitable for a wide range of applications.

FLEXIBLE • CREDIT CARD READER • ETHERNET & WI-FI

The Blink Series 8 dual-port ISO model features an integrated credit card reader, is configurable up to 80A via a built-in derating switch, and can be connected via Wi-Fi, ethernet, or cellular. This charger is ISO 15118 hardware-ready, and features a modern and compact design with a terminal block for effortless installation. An optional cable management system keeps the cables clean and tidy for drivers, offering customers a full sleek EV charging solution to meet their business needs.



Benefits

- Dual-port design
- Payment options: Google Pay, Apple Pay, RFID cards, all major credit cards, and Tap to Pay
- Rugged aluminum enclosure for durability
- Configurable up to 80A max via built-in derating switch
- Seamless data communication: Wi-Fi, built-in Ethernet port, and 4G LTE cellular
- Sleek and compact head unit, pedestal, and cable management system
- New terminal block supporting #2 AWG input cabling for simple installation
- ISO 15118 hardware-ready
- Easy-to-read LCD screen for clear charging session information
- Universal J1772 and NACS connectors for compatibility with all electric and plug-in electric hybrid vehicles*
- Bright status LED indicator lights
- Pedestal and wall mount options for flexible installation

Product Codes:
Series 8 - ISO Dual J1772: 101-000024-A | Series 8 - ISO J1772/NACS: 101-000433-A | Series 8 - ISO Dual NACS: 101-000434-A

*Tesla adapter required

PD02-24-05

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Series 8 (ISO Model) Technical Specifications

ELECTRICAL SPECIFICATION – AC OUTPUT	
Number of Ports	Two
Current	Configurable up to 80A per port
Power	Up to 19.2kW (@240VAC) or 16.64kW (@208VAC) max per port
Energy Metering Accuracy	+/- 1 %
Charging Connector	J1772 or NACS
ELECTRICAL SPECIFICATION – AC INPUT	
Input Connector	Hardwired
Voltage	208/240VAC
Service Panel Breaker	2x 100A max (depending on output configuration)
Power Connection	Line 1, Line 2, and Ground (no Neutral) per port
Standby Power	4.6W per port
SAFETY SPECIFICATION	
Ground Fault Circuit Interrupt	20mA CCID with auto-retry
Automatic Plug- Out Detection	Power terminated per SAE J1772 spec
Surge Protection	6kV @ 3,000A
FUNCTIONAL SPECIFICATION	
Connectivity	Cellular 4G LTE, Wi-Fi, Ethernet
Backend Protocol	OCPP 1.6J compliant
Remote Management	Remote access, diagnostics, Over-the-Air (OTA) software update enabled
Load Management	Smart, dynamic allocation and distribution of power to each port
USER INTERACTION SPECIFICATION	
Charging Status Indicator	High-visibility, multi-color visual status indication
Display	4.3" color LCD screen, 480x272
Authentication	RFID: ISO14443 Type A & B, MiFare, Felica, ISO15693 NFC: Apple VAS, NEMA, Google Smart Tap Plug and Charge: ISO 15118 ready
Payment	RFID card, Mobile app Optional: Apple/Google Pay, Contactless/Magnetic/EMV Credit Card
ENVIRONMENTAL SPECIFICATION	
Enclosure	Aluminum, UL Type 3R
Operating Humidity	Up to 95% non-condensing
Operating Temperature	-30 degrees C to +50 degrees C
Operating Altitude	<=6560 ft
MECHANICAL SPECIFICATION	
Dimensions	Head Unit: 22.5" H x 7.4" W x 9.7" D Pedestal: 35" H x 12.5" W x 8.1" D Wall Mount: 14.7" H x 8.6" W x 7.7" D
Approximate Weights	Head Unit: 44.7 lbs Pedestal: 24.2 lbs Wall Mount: 16.3 lbs
Mounting Option	Wall or Pedestal mount
Cable Length	23 ft
Cable Management System	Optional
REGULATION	
Safety	UL 2594 / CSA C22.2 No. 280-16, UL 2231-1 / CSA C22.2 No. 281.1-12, UL 2231-2 / CSA C22.2 No. 281.2-12 certified
EMI	FCC Part 15 Class A Compliant
Energy Efficiency	Energy Star Certified
Compliance	California Type Evaluation Program (CTEP) certified, NEVI compliant
Accessibility	ADA Compliant

Advanced.

Blink Network

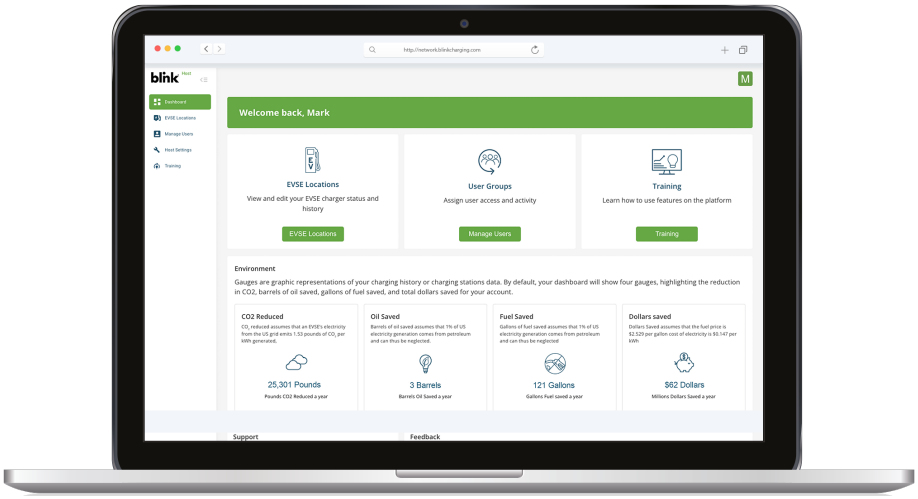
Host Portal Features

The Blink Network allows hosts to manage their chargers, provide unique pricing to groups, download charging history on our cloud-based software.

COMPLETE VISIBILITY • INTUITIVE INTERFACE • ROBUST REPORTING

Features

- Designed to give full visibility of all your locations, chargers, and charger status
- Customized charge rates based on user groups and zones
- Access to add any new drivers to specialized pricing any time
- Fully view and track a charge session's energy usage and charge fees
- View and download charging history reports per location or per charger



Support

- Supports Blink electric vehicle charging stations
- Facilitates data flow with API integrations
- Real-time cloud based management capabilities with remote updates
- 24/7 Customer Support Center with action-tracking system
- Blink Network Operations Center (NOC) proactively monitors and manages Blink Network
- Smart grid implementation and support for commercial users and utilities
- Secure, high availability, enterprise grade infrastructure and software technologies with geographically separated secondary systems for disaster recovery and management
- Integrated feedback functionality to help improve user experience

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Worry-Free.

Blink Care Program

Maintenance Service on Blink EV Charging Equipment

Elevate your customers' EV charging experience and Blink customer support with the Blink Care Program, our preventative maintenance program tailored for AC (Level 2) and DCFC (Level 3) charging equipment.

Program Details

At Blink, we prioritize your satisfaction as much as we do the smooth operations of your stations in the market. Our commitment to customer service means we are dedicated to supporting owners like you to help your stations consistently deliver reliable charging.

Our Blink Care Programs are designed to help minimize service interruptions and provide peace of mind for you as a station owner. Adding Blink Care onto existing Blink warranty programs ensures comprehensive support tailored to your needs.

Program Benefits – Level 2 – AC Charging Stations and Equipment

- Two visits within 12-month period.
- Detailing of equipment – cleaning of the screen, cables, and cable management system.
- Inspection of RFID card reader for any malfunctions.
- Testing of the equipment via plug-in simulator or electric vehicle.
- Visual inspection and documentation for any damage on the equipment, including scratches and nicks.
- Full visit report, including complete service checklist and photographs of equipment before and after service.

Program Benefits – Level 3 - DC Fast Charging Stations and Equipment

- Same as for Program Benefits for Level 2 – AC
- Preventative Maintenance to include:
  - Inspection of filters and coolants and replacement as needed.
  - Inspection of inside of the cabinet for optimal operations.



PD02-24IV-03

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