

CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting
680 Park Avenue

Thursday

June 5, 2025

7:30pm

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw
Council President, Seat 2

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 Agenda

1. Call to Order

2. Pledge of Allegiance

3. Public Comment

Please see guidelines above.

4. Consent Agenda

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

A) IDAHO FALLS POWER

1) Idaho Falls Power Board Minutes - April and May 2025 **25-282**

Attachments: April & May 2025 Minutes

Action Item:

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

5. Regular Agenda

A) MUNICIPAL SERVICES

1) Bid Rejection - IF-25-020 Haul and Spread of Liquid Wastewater Biosolids for Public Works **25-277**

On May 13, 2025, Municipal Services solicited bids for Bid IF-25-020 and received two bids. To maintain compliance with the Idaho Department of Environmental Quality discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater biosolids. The lowest bidder, Iron Horse Trucking, noted exceptions to the bid, and upon detailed review, it was decided it would be in the city's best interest to negotiate the services on the open market.

Action Item(s):
Reject the bids received for Bid IF-25-020, Haul and Spread of Liquid Wastewater Biosolids; make a factual finding that the required hauling and spreading biosolids services can be procured more economically on the open market; and give the authority to direct the Mayor and staff to secure more economical contractors in the open market to perform the work (or take other action deemed appropriate).

Attachments: IF-25-020 Bid Breakdown

B) IDAHO FALLS POWER

1) Idaho Falls Power Electric (EV) Charger Sites Scope of Work Amendment No. 2 - Keller Associates, Inc. **25-281**

During the design phase of the Rails to Trails project, Idaho Falls Power (IFP) received a Charging and Fueling Infrastructure Grant from the Federal Highway Administration (FHWA). The IFP parking lot design (original scope) was paused so the project could include EV chargers and parking lot modifications to 3 additional sites in the city. The improvements to each of the four sites vary but generally include the installation of EV chargers and the improvement or construction of parking infrastructure. IFP has requested that Keller Associates provide surveying, design, and construction support services for each of the four sites at a total cost of $224,700.00 for time and materials.

Please note, 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).

Action Item(s):
Accept and approve Keller Associate's Scope of Work agreement for a not-to-exceed cost of $224,700.00 and give the Mayor and City Clerk authorization to execute the necessary documents (or take other action deemed appropriate).

Attachments: Amendment, Signed 05.14.25

C) PUBLIC WORKS

1) Local Professional Services Agreement with Precision Engineering for Elm Street, Yellowstone Avenue to South Boulevard Improvements **25-284**

Attached for your consideration is a local professional services agreement with Precision Engineering. The purpose of this Agreement is to establish a contract to provide design services for a federal aid project that will reconstruct Elm Street between Yellowstone Avenue and South Boulevard.

Action Item(s):
Approve the Professional Services Agreement with Precision Engineering, LLC, and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: PSA, Precision Engineering KN23023

D) COMMUNITY DEVELOPMENT SERVICES

1) Resolution Approving the Community Development Block Grant (CDBG) PY 2024 Consolidated Annual Performance and Evaluation Report (CAPER). **25-283**

Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance

and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the May 8, 2025, City Council meeting. The meeting was followed by a 15-day public comment period that ran from May 8, 2025, through May 24, 2025. A request for the Council to approve a resolution at the June 5, 2025, meeting was made. The 2024 CAPER must be submitted to HUD no later than June 30, 2025. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Action Item(s):
Approve the Resolution for the 2024 CAPER (or take other action deemed appropriate).

Attachments: Resolution - Annual 2024 CAPER Resolution

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Aspen Meadows Division No. 2. **25-279**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Aspen Meadows Division No. 2. The Planning and Zoning Commission considered this item at its December 3, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):
1. Approve the Development Agreement for the Final Plat for Aspen Meadows Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Aspen Meadows Division No.2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Aspen Meadows Division No. 2 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 8. **25-278**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 8. The Planning and Zoning Commission considered this item at its December 3, 2024, meeting and unanimously voted to recommend approval

of the final plat to the Mayor and City Council as presented.

Action Item(s):
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 8 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Ivywood Division No. 8 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 8 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 10. **25-280**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 10. The Planning and Zoning Commission considered this item at its January 7, 2025, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Action Item(s):
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 10 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Ivywood Division No. 10 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 10 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

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

6. Announcements

7. Adjournment

Memorandum

File #: 25-282 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, May 27, 2025
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Board Minutes - April and May 2025

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Idaho Falls Power Board meeting minutes from April 9 and May 7, 2025 (or take other action deemed appropriate).

Description, Background Information & Purpose
The Idaho Open Meeting law requires the governing body of a public agency to record and make written minutes publicly available for all public meetings. These minutes comply with Idaho Code § 74-205.

Alignment with City & Department Planning Objectives



☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

The requested action supports good governance by demonstrating sound management and promoting trust and transparency.

Interdepartmental Coordination
n/a

Fiscal Impact
n/a

Legal Review
n/a

April 9, 2025 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, April 9, 2025, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Board Member Michelle Ziel-Dingman (joined via Zoom, left at 11:46 a.m.)
Board Member Jim Francis
Board Member John Radford (arrived at 7:52 a.m.)
Board Member Jim Freeman
Board Member Kirk Larsen

Also present:
Bear Prairie, IFP General Manager
Stephen Boorman, IFP Assistant General Manager
Jacob Beck, Assistant City Attorney
Josh Roos, Chief Financial Officer
Krista Thornton, Materials Manager
Chase Morgan, Power and Dispatch Manager
Colter Tucker, Business Analyst
Alan Cunningham, Design Services Manager
Catherine McLure, Community Development Administrator
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:50 a.m.

Calendar, Announcements, Events and Updates
Mayor Casper shared updates on discussions regarding signage at the Japanese Friendship Garden and provided information on upcoming Energy Cost Adjustment (ECA) meetings and Idaho Falls Power membership events.

Board Member Radford referenced ongoing federal infrastructure funding and the implications for local utilities. Board Member Francis inquired about California's position with Extended Day-Ahead-Market (EDAM) and California Independent System Operator (CAISO), prompting General Manager (GM) Prairie to explain congestion management and market incentives. GM Prairie highlighted PacifiCorp's early adoption of the Energy Imbalance Market (EIM) and their strategy in participating in EDAM. Board discussion continued regarding the PacifiCorp balancing authority and potential Utah Associated Municipal Power Systems (UAMPS) alignment with EDAM.

Federal Legislative Update
Director Squires provided a comprehensive update on federal policy developments affecting the energy sector. Topics included:

- The implications of Executive Orders 220 and changes to the Clean Air Act.
- Bipartisan efforts to reduce waste, fraud, and abuse in federal spending.
- National debt concerns and congressional budget negotiations, including potential changes to municipal bonds and energy tax credits.
- The likelihood of future tariffs and tax policy reform.

Mayor Casper noted that Senators Risch and Crapo have indicated that municipal bonds will be protected. A robust discussion followed regarding federal tax and tariff strategies, with Board Member Radford questioning whether current tariffs are strategic or substantive.

Board Policy No. 4 (Utility-Wide Market Compensation) Review

GM Prairie reviewed Policy No. 4 regarding market-based pay adjustments for union and non-union positions. Board Member Francis proposed that the Board affirm its support for IFP's supervisor evaluation system. GM Prairie agreed to expand the policy for future Board review. Board Member Radford raised concerns about balancing enterprise fund compensation relative to general fund departments. GM Prairie emphasized IFP's commitment to market competitiveness and evaluation-based compensation. Mayor Casper clarified that IFP's pay scale is policy-driven.

2025/26 IBEW Labor Agreement Review

GM Prairie presented the proposed updates to the IBEW Local Seven labor agreement, including:

- Lump-sum retirement payout structure.
- Advance notice requirements for retirement.
- Continued use of a market-based wage scale through 2031.

It was moved by Board Member Burtenshaw and seconded by Board Member Radford to accept and approve the 2025/26 IBEW Local Seven Agreement and give authorization to the Mayor to execute the contract. The motion passed unanimously, with Board Member Ziel-Dingman voting electronically.

Peaking Plant Update

Design Services Manager Alan Cunningham presented construction updates via slides and photos. Discussion included:

- Timeline and job description changes related to generation roles.
- Two upcoming change orders (totaling less than 0.5% of the ESI project budget).
- Estimated $800K–$1M savings from tax-exempt generator installation.
- Demonstration of generator movement equipment.
- Estimated plant commissioning timeframe: November 2025.

Markets + / Extended Day-Ahead Market (EDAM) Update

GM Prairie provided a detailed update on Markets+ and EDAM developments:

- Bonneville Power Administration (BPA) released a favorable draft decision.
- Federal Energy Regulatory Commission (FERC) conditionally approved a new market tariff – an uncommon and positive outcome.
- Market competition is spurring CAISO to engage in unresolved market issues.
- Potential collaboration with Lower Valley Energy under Idaho Energy Authority (IDEA).

Board Members discussed scale, resource control, and organizational structure. Mayor Casper and GM Prairie emphasized cultural alignment, strategic independence, and potential joint operating entity (JOE) arrangements.

BPA Post 2028 Contract Update

GM Prairie, with input from Mr. Morgan and Mr. Taylor, reviewed:

- Contract modeling and scenario planning for post-2028 BPA service.

- Block + Slice structures and secondary crediting services (SCS).
- Risk mitigation strategies (e.g., call options for peak load variance).
- IDEA's role in potential joint BPA contracting with Lower Valley.

Mayor Casper and Board Members discussed organizational implications, talent retention, and maintaining BPA preference rights. GM Prairie affirmed that a future IFP-IDEA contract would allow reversion to BPA preference status if needed.

Audit and Inventory Changes

Materials Manager Krista Thornton presented significant warehouse improvements:

- Resolution of prior audit findings regarding obsolete and disorganized inventory.
- Implementation of cycle counts and 5S safety and organizational practices.
- Installation of new racking, staging systems, and labeling improvements.

GM Prairie praised progress and noted that warehouse inventory volume has almost doubled in size while line crew staffing has remained stable. Mayor Casper emphasized the importance of safety and operational excellence.

Warehouse Remodel Tour

Ms. Thornton led the Board on a walkthrough of the remodeled warehouse facilities, highlighting safety, efficiency, and storage improvements.

There being no further business, the meeting adjourned at 12:00 p.m.

s/ Linda Lundquist	s/ Rebecca L. Noah Casper
Linda Lundquist, BOARD SECRETARY	Rebecca L. Noah Casper, MAYOR

May 7, 2025 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, May 7, 2025, at the Idaho Falls Power Boardroom, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:
There were present:
Mayor Rebecca L. Noah Casper
Council President Lisa Burtenshaw
Board Member Michelle Ziel-Dingman
Board Member Jim Francis (Arrived at 7:50 a.m.)
Board Member John Radford
Board Member Jim Freeman (Joined via Zoom)
Board Member Kirk Larsen

Also present:
Bear Prairie, IFP General Manager
Stephen Boorman, IFP Assistant General Manager
Michael Kirkham, City Attorney
Josh Roos, Chief Financial Officer
Colter Tucker, Business Analyst
Catherine McLure, Community Development Administrator
Brooks Slyter, Assistant Finance Manager
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:48 a.m.

Calendar, Announcements, Events and Updates
Mayor Casper commented on the success of last week's Energy Communities Alliance (ECA) conference and reviewed upcoming board training opportunities. Board Member Francis shared insights from ECA Oakridge regarding regional project collaboration and leadership in energy policy. Ms. McClure noted Idaho's recent loss of a $50 million energy contract to Tennessee's laboratory, possibly due to less competitive energy negotiations. GM Prairie commented on Idaho Power's conservative posture, contrasting with innovative approaches from Avista Utilities in Washington. Discussion followed regarding Warren Buffett's retirement implications for PacifiCorp and Terra Power, Idaho National Laboratory (INL) funding trends, and potential impacts of federal budget cuts, including the Low-Income Home Energy Assistance Program (LIHEAP) and the Community Services Block Grant (CSBG). General Manager (GM) Prairie advocated reform rather than the elimination of critical support programs. Board Member Radford highlighted socio-economic mobility statistics and supported strategic planning for evolving national energy budgets. GM Prairie reviewed IFP's memos for the upcoming council meeting.

Board Policy No. 1 (Payment in Lieu of Taxes) Review
GM Prairie presented an overview of Board Policy No. 1, explaining the 6.5% PILOT formula and referencing the best practices from the American Public Power Association (APPA) benchmarks. Discussion included operational revenue calculations, Public Works budget overlap, and legislative compliance risks. CFO Roos and Board Members discussed financial implications and alternative uses of funds. Attorney Kirkham highlighted a precedent from Pocatello and voiced concerns due to the Idaho Supreme Court rulings. The Board agreed to further review the policy to ensure legal compliance and fiscal responsibility.

Hydro Insurance Renewal Review Discussion

GM Prairie confirmed the hydro insurance policy for the next fiscal year will continue with the existing provider at a slightly reduced premium. Ratification will be presented to the City Council.

BPA Post 2028 Contract Update

GM Prairie and Mr. Tucker provided a status update on the BPA post-2028 contract. A detailed review of product options shows Slice is likely a more effective option than Block, especially for winter peak load coverage. A long-term comparative analysis is underway, and a formal recommendation will be presented at the next meeting. Board Member Freeman endorsed Slice due to IFP's strong management history with the product.

Q2 Financial Report

CFO Roos presented the Q2 financial report, noting a 13.2% *decrease* in power revenue and a 20% *increase* in fiber revenue. He outlined bond payment structures and the anticipated fiber loan repayment. GM Prairie reviewed water conditions, predicting a sub-average hydro year for the Columbia and Snake Rivers, affecting power supply outlooks.

FY26/CIP/Preliminary Budget Review/Discussion

Mr. Roos and GM Prairie reviewed the preliminary FY26 budget. Key points included:

- 25% vendor cost increase due to tariffs
- Continued customer growth
- Payroll adjustments
- Expected capital projects.

The presentation included upcoming infrastructure projects, bond payments, and BPA rate case developments. A projected 3% rate increase was discussed along with potential gas hedging strategies. Board Member Francis inquired about futures contracts, and GM Prairie confirmed potential partnerships with Shell Energy for long-term gas pricing stability.

Assistant General Manager (AGM) Boorman detailed major capital projects, focusing on generation improvements and the Harrison Substation timeline, with supply expected in FY26 and construction in FY27.

Standing Reports

The Board viewed the Peaking Plant video moving the generators into place, and ongoing fiber performance metrics.

There being no further business, the meeting adjourned at 11:45 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 25-277 **City Council Meeting**

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, May 22, 2025
DEPARTMENT: Municipal Services

Subject
Bid Rejection - IF-25-020 Haul and Spread of Liquid Wastewater Biosolids for Public Works

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Reject the bids received for Bid IF-25-020, Haul and Spread of Liquid Wastewater Biosolids; make a factual finding that the required hauling and spreading biosolids services can be procured more economically on the open market; and give the authority to direct the Mayor and staff to secure more economical contractors in the open market to perform the work (or take other action deemed appropriate).

Description, Background Information & Purpose
On May 13, 2025, Municipal Services solicited bids for Bid IF-25-020 and received two bids. To maintain compliance with the Idaho Department of Environmental Quality discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater biosolids. The lowest bidder, Iron Horse Trucking, noted exceptions to the bid, and upon detailed review, it was decided it would be in the city's best interest to negotiate the services on the open market.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☒ ☐

The haul and spread of wastewater biosolids support the environmental sustainability community-oriented result as it allows Public Works to meet discharge permit requirements and assist local farmers with an option to using chemical fertilizer.

Interdepartmental Coordination
Public Works has reviewed the bid exceptions noted and concurs with this recommendation.

Fiscal Impact
Sufficient funding has been allocated within the Public Works 2024/25 Wastewater treatment plant operation and maintenance budget.

Legal Review

The Legal Department concurs that the s=desired Council action complies with Idaho Code§ 67-2806(2)(h).

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City of Idaho Falls

Municipal Services Department

Bid Tabulation

Project: Haul and Spread of Liquid Wastewater Biosolids
Number: IF-25-020
NOTE: Bids submitted were per UOM, award total is estimated using three year historical data

Submitted: Municipal Services Finance Division **Date:** May 13th, 2025

Project	Group	Item No.	Description	Iron Horse Trucking LLC Bid	Iron Horse Trucking LLC Comment	Iron Horse Trucking LLC Awarded Amount	TerraGenesis, LLC Bid	TerraGenesis, LLC Comment	TerraGenesis, LLC Awarded Amount
Liquid Wastewater Biosolids	1 - Hauling	1	Bid shall be by the kgal-mi (1 kgal-mi = 1000 gallons hauled one mile). Please put your per kgal-mi price here. CONTRACTOR understands CITY cannot guarantee exact quantities of work to be performed in 2025. However, as a point of reference for quote generation purposes and determining unit prices, CITY estimates 125,000 kgal-mi for the 2025 year.	$1.95			$4.57		
Total 1 - Hauling				**$1.95**			**$4.57**		
Total Liquid Wastewater Biosolids				**$1.95**			**$4.57**		
Solicitation anticipated Total based off of City estimate of 125,000 kgal-mi				**$243,750.00**			**$571,250.00**		

Memorandum

File #: 25-281 **City Council Meeting**

FROM: Bear Prairie, General Manager
DATE: Tuesday, May 27, 2025
DEPARTMENT: Idaho Falls Power

Subject
Idaho Falls Power Electric (EV) Charger Sites Scope of Work Amendment No. 2 - Keller Associates, Inc.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Accept and approve Keller Associate's Scope of Work agreement for a not-to-exceed cost of $224,700.00 and give the Mayor and City Clerk authorization to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
During the design phase of the Rails to Trails project, Idaho Falls Power (IFP) received a Charging and Fueling Infrastructure Grant from the Federal Highway Administration (FHWA). The IFP parking lot design (original scope) was paused so the project could include EV chargers and parking lot modifications to 3 additional sites in the city. The improvements to each of the four sites vary but generally include the installation of EV chargers and the improvement or construction of parking infrastructure. IFP has requested that Keller Associates provide surveying, design, and construction support services for each of the four sites at a total cost of $224,700.00 for time and materials.

Please note, 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).

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination
City Legal, Parks and Recreation and Idaho Falls Power Departments were consulted and/or involved in this project.

Fiscal Impact
This project is included in the 2024/25 CIP.

Legal Review
The City Legal Department concurs that the desired Council action is compliant with applicable law.

Docusign Envelope ID: 9EE8F9BD-8379-4904-BB68-DBC475345308

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 02

Background Data:

Effective Date of Owner-Consultant Agreement:	May 2, 2023
Effective Date of this Amendment:	May 14, 2025
Owner:	City of Idaho Falls
Consultant:	Keller Associates, Inc.
Project:	IF Rails to Trails & Library Parking Lot
	KA # 223083

Nature of Amendment:

During the design phase of the Rails to Trails project, Idaho Falls Power received a CFI Corridor Track grant to install electric vehicle (EV) chargers in four (4) locations within the City of Idaho Falls. Design for the north Idaho Falls Power Parking lot was paused so the project could include EV chargers and parking lot modifications could be added to 4 sites throughout the City. Improvements to each of the four sites vary but generally includes the installation of EV chargers and the construction of new parking infrastructure with improvements at the north Idaho Falls Power parking lot including the design and construction of a new covered parking structure. The proposed locations of the improvements include an existing parking lot on Memorial Drive, a new parking lot at Freeman Park, a new parking lot at John's Hole, and modified parking and a new parking structure in Idaho Falls Power's north parking lot.

This amendment modifies Keller Associates' scope to include the design for the CFI Corridor Track grant EV chargers, parking lots modifications, and a covered parking structure. This amendment also increases Keller Associates' fee to complete the design and provide construction support for the project.

Description of Modifications:

Add Exhibit B, Scope of Work for Idaho Falls Power EV Charger Sites, which includes the following tasks:

Task 3 – Final Design & Construction Documents for EV Charger Sites

Task 4 – Construction Phase Services

Compensation Summary:

Compensation for the services provided and as described within this amendment are on a Time and Materials (Not to Exceed) basis for the Total as shown below. Individual tasks may exceed the individual task value, however the Total shall not exceed $224,700.

Task	Description	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
1	**Conceptual Design**					
	Original Scope of Work	LS	$10,000			$10,000
	Idaho Falls Power Site	LS		*$1,700*		$1,700
	Library Site	LS		*$1,700*		$1,700
2	**Final Design & Construction Docs**					
	Original Scope of Work	LS	$34,000			$34,000
	IF Power Covered Storage Structural	LS		*$11,000*		$11,000
	IF Power Covered Parking Structural	LS		*$11,000*		$11,000
	IF Power North and South Parking Lot Site Design	LS		*$2,200*		$2,200
	Library East Parking Expansion Site Design	LS		*$3,700*		$3,700
	Library East Parking Expansion Lighting Design	LS		*$1,500*		$1,500
	Library East Parking Expansion Landscape Design	LS		*$1,000*		$1,000
	Library Parking Lot & Expansion Storm Design	LS		*$4,600*		$4,600
3	**Final Design & Construction Documents for EV Charger Sites**	T&M			*$111,300*	$111,300
4	**Construction Phase Services**	T&M			*$31,000*	$31,000
		Totals	$44,000	*$38,400*	*$142,300*	**$224,700**

LS = Lump Sum; T&M = Time & Materials

Schedule:

Schedule for services provided will be as described in Exhibit B.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER:	**CITY OF IDAHO FALLS**	**CONSULTANT:**	**KELLER ASSOCIATES, INC.**
Signature:		Signature:	DocuSigned by: 9D6C2313A7C742D...
Name:		Name:	Nathan Cleaver
Title:		Title:	Principal
Address:		Address:	100 East Bower Street, Suite 110 Meridian, ID 83642
Telephone:		Telephone:	(208) 288-1992
Date:		Date:	5/14/2025

Docusign Envelope ID: 9EE8F9BD-8379-4904-BB68-DBC475345308

KELLER ASSOCIATES

Exhibit B

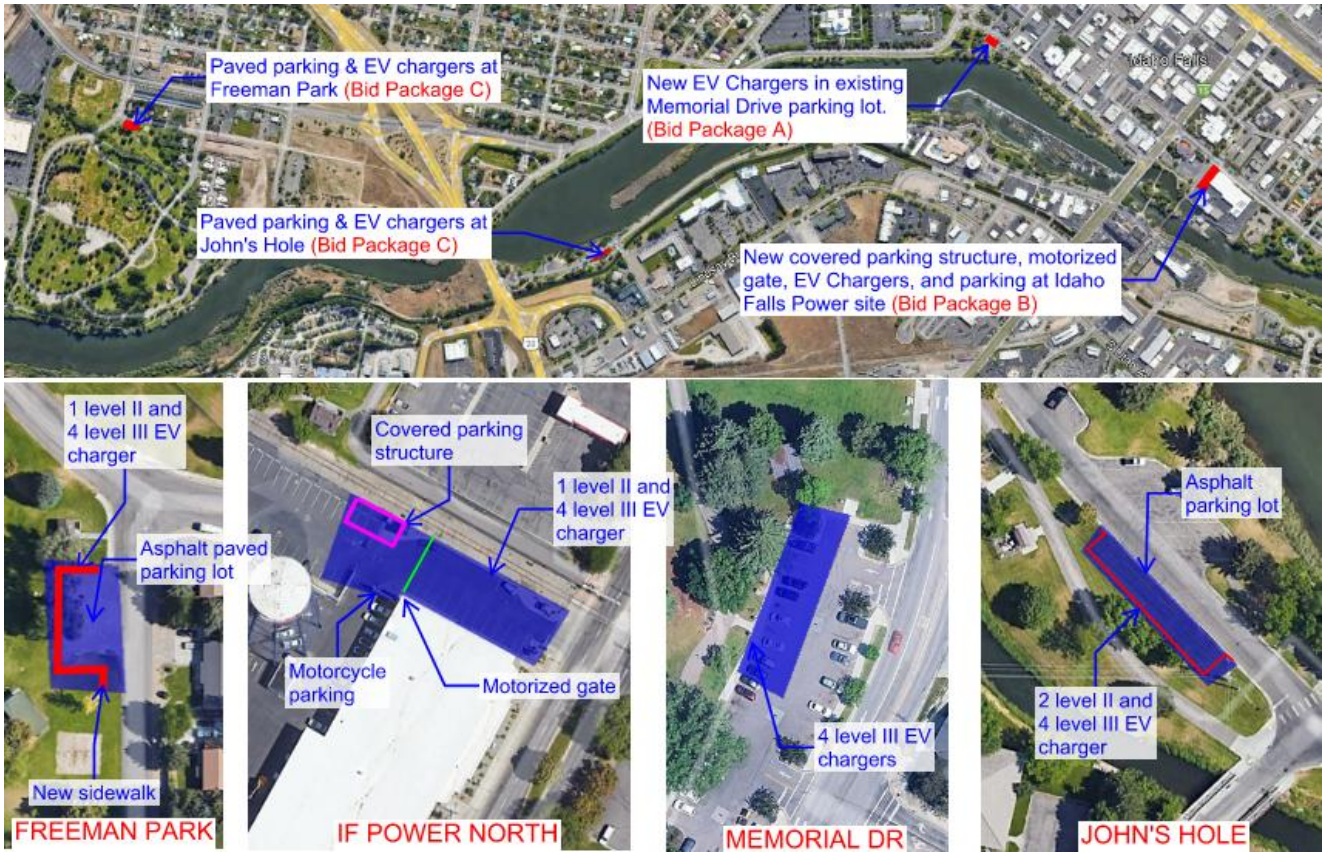
SCOPE OF WORK *for* Idaho Falls Power EV Charger Sites

Idaho Falls, ID

May 13, 2025

PROJECT DESCRIPTION

Idaho Falls Power ("Owner") has received funding from the Charging and Fueling Infrastructure Grant Program to improve parking and install electric vehicle chargers at four locations within the City of Idaho Falls ("City"). The City has identified locations for parking and Electrical Vehicle (EV) charging facilities at Freeman Park, Johns Holes, Idaho Falls Power's facility at 140 S. Capital Avenue, and on Memorial Drive. Improvements for each of the sites varies with the Idaho Falls Power facility, Freeman Park, and Johns Hole sites including additional parking and pedestrian improvements. Improvements to the Memorial Drive site will be limited to the placement of EV chargers and the widening of sidewalk to accommodate. Improvements to the parking lot at 140 S. Capital also include a new motorized gate with a security fence, striping for parking stalls, and a covered parking structure. The project will be broken up into three separate bid packages with one bid package for the Freeman Park and John's Hole sites, one bid package for the north Idaho Falls Power parking lot, and one bid package for the Memorial Drive site. Idaho Falls Power has requested that Keller Associates ("Consultant") provide surveying, design, and construction support services for each of the four sites.



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The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

GENERAL ASSUMPTIONS & OWNER RESPONSIBILITIES

- Owner will prepare bidding documents.
- A Record of Survey is not included as part of this scope.
- Scope assumes that Build America Buy America (BABA) compliant equipment can be readily located.
- Bidding of alternative equipment suppliers (BABA vs non-BABA) if desired to justify waiver requests would be provided as an additional service.
- All proposed improvements are within City of Idaho Falls and/or Idaho Falls Power property. City of Idaho Falls to provide documentation to Consultant showing each of the four proposed sites lies within City of Idaho Falls property.
- City of Idaho Falls to provide horizontal survey control to be used and shown on consultant's "Project Horizontal Control Plan".
- Specifications and special provisions will be included as general notes on the construction plans. No 3-part specifications will be provided.
- Bidding support and response to bidders is not included as part of this scope of work.
- Owner to provide as-built drawings for the sidewalk adjacent to the Idaho Falls Power office for use in coordinating Keller's design.
- Owner to provide the location and associated design for proposed transformers at each site. It is assumed that all four sites will connect to new services.
- Owner to provide aerial imagery and City GIS mapping for the Memorial Drive site.
- Owner is responsible for submitting to City of Idaho Falls for plan review and approval.
- Owner to provide "cut sheets" for the selected/purchased electric vehicle chargers to Keller for use in the electrical design.
- Scope assumes that the electric vehicle chargers selected/purchased by the Owner are BABA compliant.
- Boundary for the North Idaho Falls Power parking lot will be shown as provided by the City of Idaho Falls for the Rail to Trail & Library Parking Lot project.
- Public road improvements will be limited to driveway approaches.
- No demolition of existing structures is anticipated.
- Owner will provide as-built drawings for property as necessary for consultant to complete the work.

SCOPE OF SERVICES

Keller Associates will perform the following work tasks included in this scope of work unless specifically identified to be performed by others.

The scope of services associated with the electrical design for the project will, at a minimum, include the following for each of the four (4) sites. Refer to Bid Packages A, B, and C for site specific details associated with each respective bid package.

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Electrical Design:

Provide electrical design to support the installation of EV chargers at the designated sites, including:

- Power Distribution Planning
  - Design electrical connections from new services to proposed EV chargers. Electrical design will include determination of proper voltage and capacity.
  - Develop power distribution layouts tailored to each site.
  - Coordinate electrical routing with the owner and site civil engineer to minimize conflicts with existing utilities and site constraints.
- Electrical System Design:
  - Prepare construction documents detailing electrical service connections.
  - Identify required panels, conduits, wire sizing, and protective equipment.
  - Provide electrical design to be compliant with applicable electrical codes and standards, including National Electrical Code (NEC) and local jurisdiction requirements.
  - Conduct outreach and research to specify BABA compliant electrical components.
  - Provide technical specifications as inserts for owner provided bidding documents as necessary to meet BABA compliance.
  - Review Build America Buy America compliance. Keller will conduct outreach and coordination for BABA compliance of materials.
- Site Coordination & Utility Integration
  - Review owner-provided transformer design for compatibility with charger loads.
  - Coordinate with the civil site design team for optimal conduit routing and equipment placement.

TASK 3: FINAL DESIGN & CONSTRUCTION DOCUMENTS FOR EV CHARGER SITES

PROJECT COORDINATION & ADMINISTRATION

Keller Responsibilities:

- Participate in once-monthly design progress meetings for each bid package (up to 9 total meetings).
- Coordinate and attend one (1) project meeting in person for each bid package for a total of three (3) meetings.
- Project Coordination:
  - Monthly remote meetings or calls: Coordinate remote meetings or phone calls with Keller and Owner using MS Teams platform or telephone as appropriate. It is assumed that these meetings will last up to 30 minutes and will be conducted until delivery of final construction drawings.
  - Internal Consultant Team Meetings: Hold internal meetings with design staff regularly to progress the work.

Deliverable:

- Invoices
- Schedules
- Action Item Lists

BASE MAPPING AND TOPOGRAPHIC SURVEY

Provide a topographic and feature survey for two proposed locations for improvements including the Freeman Park and John's Hole sites. Supplemental survey will be provided for the North Idaho Falls Power site as needed to facilitate the design. The survey will locate visible site features including building extents, trees, landscaping edge of asphalt, curb and gutters, sidewalks, concrete slabs, bollards, fencing, and other visible features. The survey will also locate marked underground utilities within the area of the proposed improvements from visible features, and Digline marks if any.

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Owner Responsibilities:

- Provide consultant with available boundary documentation for each of the four sites, including any plats, legal descriptions, or records of survey.
- Supply to consultant records of known easements, including, access, utility, and drainage easements affecting the project sites.
- Provide consultant with any available as-built drawings indicating utility locations, infrastructure details, and modifications to existing site conditions.
- Provide any available CAD/GIS utility, easement, boundary, or site information available to be used in Autodesk Civil3D.
- Provide any topographical survey data to Keller to minimize the field data collection required.

Keller Responsibilities:

- Conduct a supplemental topographic survey of the north Idaho Falls Power parking lot. The survey will include collecting necessary horizontal and vertical information for the sidewalk along the north face of Idaho Falls Power's office building not provided by IFP. Additional topographic and feature survey information will be gathered surrounding the existing Japanese Friendship Garden's public restroom.
- Conduct a topographic and feature survey of the proposed parking lot location in Freeman Park.
- Conduct a topographic and feature survey of the proposed parking lot location in John's Hole.
- Submit an online pre-design request to Dig Line for utility mark outs and mapping. If typical no response is received, additional utility requests will need to come from the owner.
- Import survey points and create topographic base map using AutoCAD Civil3D.

Deliverable:

- Topographic survey & base map for each of the proposed sites in PDF format stamped by a professional land surveyor and the CAD file of said survey.

BID PACKAGE A – MEMORIAL DRIVE

Complete the electrical design and develop construction drawings for the Memorial Drive site as outlined in the electrical design scope of services. The proposed site will include 4 DCFC (single port pedestal) EV chargers connecting to a new electrical service. Parking for EV chargers will utilize existing parking stalls on site. Pursuant to the National Electric Vehicle Infrastructure (NEVI) program grant requirements, NEC requirements, site civil, electrical, and structural 100% construction plans will be developed for BABA compliance.

Assumptions:

- No surveying is required for the bid package.
- Modifications to the existing sidewalk do not require construction drawings and are not provided as part of this scope of work.
- In lieu of a 95% submittal, comments will be gathered on the design during a regularly scheduled meeting.

Keller Responsibilities:

- Provide electrical design plans for four (4) level III EV Chargers from the pedestal up to the connection with the Owner provided transformer. Design to include the wire specifications, conduit size, and proposed routing.
- Provide routing for 2" communication conduit on design plans.

Deliverable:

- 100% construction drawings stamped and signed by a professional engineer licensed in the State of Idaho.

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KELLER ASSOCIATES

BID PACKAGE B – IF POWER NORTH PARKING LOT AND COVERED PARKING STRUCTURE

Complete the electrical, site civil, and structural designs for improvements to Idaho Falls Power's north parking lot. Site elements include new curb and gutter, additional parking spaces, a covered storage structure, a new motorized security gate, Palisades security fence, 4 DCFC (single port pedestal) EV chargers, 2 level II (dual port pedestals) EV charger, and grading within the parking lot. Pursuant to the NEVI grant requirements, site civil, electrical, and structural 100% construction plans will be developed for BABA compliance.

Owner Responsibilities:

- Review and provide comment on 95% design drawings. Owner comments for the 95% submittal are not anticipated to significantly alter the design of the site and features including the parking lot, curb and gutter, or covered parking structure. Any owner requested alterations to the design may require an amendment to this scope of work.

Keller Responsibilities (Structural Design):

- Provide structural plans, details and a structural canopy section and calculations for a single steel framed covered parking canopy with a maximum of 12 parking stalls.
- Structural plans shall include the design of the foundation system for the covered parking structure utilizing IBC recommended foundation design values. During construction, the contractor will be required to retain the services of a geotechnical engineer to inspect the foundation excavations, verify in writing if the IBC recommended foundation design information used for the design of the canopy foundations is adequate. If the information is not adequate, the geotechnical engineer shall provide foundation design values to Keller for the re-design of the foundation system. Any re-design of the foundation system will be billed as an additional service.
- The structural steel framing shall include additional roof loading due to future solar panel units to be located on the roof of the parking canopy. All solar panel information such as dead and wind loading of the solar panels to the roof stricture and exact locations of solar panel bearing and attachment points must be provided to Keller Associates prior the Keller associates starting final design of the parking canopies. Any re-design or review of the steel framing due to revisions in loading, layout and attachment of the solar panels to the roof structure after Keller has completed substantial design will be billed as an additional service.
- Review Build America Buy America compliance. Keller will conduct outreach and coordination for BABA compliance of structural materials.

Items not included in Keller Associates Scope of Structural Services:

- Architectural roof plans, elevations sections or code studies
- Owner requested revisions after substantial completion of design has been completed
- Specifications
- Construction Cost Estimates
- Response to bidders questions
- Special Structural Inspections that may be required
- Re-design due to unforeseen conditions uncovered during construction

Deliverables: As part of the structural design services Keller will submit the following structural packages to the Owner:

- Conceptual Framing and Foundation Plans for Owner review and comment.
- 95% Final Owner Review Drawings
- 100% Permit/Construction Drawings stamped and signed by a professional engineer licensed in the State of Idaho.

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Keller Responsibilities (Electrical Design):

- Provide electrical design plans for four (4) level III and one (1) dual port level II EV Charger from the pedestal up to the connection with the Owner provided transformer. To include the wire specifications, conduit size, and proposed routing.
- Provide routing for 2" communication conduit on design plans.
- Provide electrical design to make connection from the new motorized gate to the Idaho Falls Power building.

Deliverables: As part of the electrical design services Keller will submit the following electrical packages to the Owner:

- 95% Final Owner Review Drawings
- 100% construction drawings stamped and signed by a professional engineer licensed in the State of Idaho.

Keller Responsibilities (Site Civil Design):

- Develop site layout to accommodate EV Chargers, covered parking structure, and supporting infrastructure.
- Design hardscape site features including curb, gutter, sidewalk, and landscape islands to support drainage and delineate drive aisles.
- Provide site grading design for the new parking lot layout to provide ADA compliance and continued drainage across the site.
- Prepare construction drawings and specifications for site construction elements.
- Review Build American Buy America compliance. Keller will conduct outreach and coordination for BABA compliance of site civil materials and specifications.
- Submit 95% design drawings to owner for review and attend a 95% Owner review meeting.
- After receiving comments from the Owner, the drawings will be revised, stamped and signed, and submitted to the Owner.
- Submit 100% design drawings to Owner.

Deliverables: As part of the site civil design services Keller will submit the following site packages to the Owner:

- 95% Final Owner Review Drawings
- 100% construction drawings stamped and signed by a professional engineer licensed in the State of Idaho.

BID PACKAGE C – FREEMAN PARK & JOHN'S HOLE

Complete the electrical and site civil designs for improvements to the existing gravel parking area at Freeman Park and the proposed new parking area at John's Hole. Site elements for John's Hole include new curb and gutter, parking lot, 4 DCFC (single port pedestal) EV chargers at, 2 level II (dual port pedestal) EV chargers, pavement and grading within the new parking lot. Site elements for the Freeman Park site include new curb and gutter, parking lot, 4 DCFC (single port pedestal) EV chargers at, 1 level II (dual port pedestal) EV charger, pavement and grading within the new parking lot. Pursuant to the NEVI grant requirements, site civil and electrical 100% construction plans will be developed for BABA compliance.

Owner Responsibilities:

- Review and provide comment on 95% design drawings. Owner comments for the 95% submittal are not anticipated to significantly alter the design of the site and features including the parking lot, curb and gutter, or stormwater conveyance. Any owner requested alterations to the design may require an amendment to this scope of work.

Keller Responsibilities:

- Develop site layout to accommodate EV Chargers, ADA parking stalls, sidewalk, curb and gutter, and supporting infrastructure.
- Design hardscape site features including curb, gutter, sidewalk, and landscape islands to support drainage and delineate drive aisles.

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- Provide site grading design for the new parking lot layout to provide ADA compliance and continued drainage across the site.
- Coordinate with Idaho Falls Public Works to meet storm water treatment criteria.
- Prepare construction drawings and specifications for site construction elements.
- Review Build American Buy America compliance. Keller will conduct outreach and coordination for BABA compliance of civil site materials and specifications.
- Submit 95% design drawings to owner for review and attend a 95% Owner review meeting.
- After receiving comments from the Owner, the drawings will be revised, stamped and signed, and submitted to the Owner.
- Submit 100% design drawings to Owner.

Deliverable:

- 95% construction drawings
- 100% construction drawings stamped and signed by a profession engineer licensed in the State of Idaho.

TASK 4 – CONSTRUCTION PHASE SERVICES

During the construction phase of each site, Keller will provide the following construction support:

- Review submittals and shop drawings submitted by the general contractor.
- Respond to the general contractor's request for information (RFI).
- Issue Engineer's Supplement Instructions for civil design items that do not affect time or cost.
- Attend up to 3 (one for each bid package) online monthly project construction meetings.
- Conduct a final site walk through with the Owner and General Contractor at substantial completion.

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KELLER ASSOCIATES

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information and receipt of 95% Owner comments within 2 weeks of submission to Owner for review. Actual schedule may vary:

Scope Item	Schedule	Comments
Project Coordination & Administration	N/A	Invoices, schedules, and action item lists
Base Mapping and Topographic Survey	4 Weeks	Topographic survey & base map in PDF format and the CAD file of said survey delivered within 4 weeks of receipt of the Notice to Proceed.
Bid Package A - Memorial Drive	7 Weeks	100% construction drawings to be submitted within 7 weeks of receipt of Notice to Proceed.
Bid Package B – IF Power North Parking Lot and Covered Parking Structure	13 Weeks	95% construction drawings to be submitted within 10 weeks of receipt of Notice to Proceed. 100% construction drawings complete within 3 weeks of receipt of 95% owner comments.
Bid Package C – Freeman Park & John's Hole	17 Weeks	95% construction drawings to be submitted within 14 weeks of receiving Notice to Proceed. 100% construction drawings to be submitted within 3 weeks of 95% owner comments.
Construction Phase Services	N/A	Construction support for each site will commence upon the completion of the Owner selecting a contractor for each bid package.

Memorandum

File #: 25-284 **City Council Meeting**

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, May 29, 2025
DEPARTMENT: Public Works

Subject
Local Professional Services Agreement with Precision Engineering for Elm Street, Yellowstone Avenue to South Boulevard Improvements

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Professional Services Agreement with Precision Engineering, LLC, and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached for your consideration is a local professional services agreement with Precision Engineering. The purpose of this Agreement is to establish a contract to provide design services for a federal aid project that will reconstruct Elm Street between Yellowstone Avenue and South Boulevard.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This Agreements supports the community-oriented result of reliable public infrastructure by improving Elm Street.

Interdepartmental Coordination
Interdepartmental coordination will take place as needed to complete the tasks associated with the Agreement.

Fiscal Impact
The cost to perform services is a not-to-exceed amount of $225,779.00. Funding to complete this work will be provided by the Street Capital Improvement Fund with federal reimbursement at 92.66%. Sufficient funding and budget authority exist to complete the work associated with the Agreement.

Legal Review
The Agreement has been reviewed by the office of the City Attorney.

2-38-19-2-STR-2024-30
2025-035

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 97251

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls, ID 83405, hereinafter called the "Sponsor," and Precision Engineering, LLC, whose address is 1935 N. Belgrave Way, , Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

Project Name	Project #	Key #
STC-7326, ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS	A023(023)	23023

SUBCONSULTANTS

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

Badger Aerial Mapping and Surveying
JM Bailey Engineering, PLLC (JMBE)

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Lisa Popoff, Federal-aid Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

1. The following attachments are made a part of this Agreement:
   a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.
   c. **Attachment No. 3** is the approved Consultant DBE Commitment form (ITD-2398) for this Agreement.

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

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/30/2026**.

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

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **$225,779.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$225,779.00**

C. Fixed Fee Amount: **$25,486.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

Precision Engineering, LLC	78.01%
Badger Aerial Mapping and Surveying	147.73%
JM Bailey Engineering, PLLC (JMBE)	$162.00/hr

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$225,779.00** to perform the work of this Agreement.

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

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

PRECISION ENGINEERING, LLC
Consultant

By: _____

Title: Principal Engineer / Owner

CITY OF IDAHO FALLS
Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:



Signature

Precision Engineering

Company Name

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

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

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

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

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

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

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

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

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

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

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

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

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

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen’s Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

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

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

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

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

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

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

D. PERSONNEL

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

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

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

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

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

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

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

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

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

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

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

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

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

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

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

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

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

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
b) Additional work ordered in writing by the Sponsor.
c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
b. Continued submission of sub-standard work.
c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
d. At the convenience of the Sponsor.

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

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

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

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage
b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://itd.idaho.gov/business/?target=consultant-agreements .

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

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

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

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

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

17. SUBLETTING

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

18. PERMITS AND LICENSES

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

19. PATENTS AND COPYRIGHTS

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

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

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

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

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

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

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

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

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

21. INSPECTION OF COST RECORDS

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

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

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

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

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

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

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

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

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

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

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

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

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

24. EMPLOYEE ELIGIBILITY

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

Scope of Work

ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS

PROJECT NO. A023(023)

KEY NO. 23023

PRECISION ENGINEERING, LLC

Project Manager: Joel Grounds, P.E., PTOE

Phone: 208-938-1695

Email: joel@precisionengineeringllc.com

April 23, 2025

PRECISION ENGINEERING

1935 N Belgrave Way, Eagle, Idaho 83616
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PROJECT UNDERSTANDING

The roadway improvements will be a full-depth reconstruction. Project limits will be from approximately 5-ft east of the railroad crossing along Elm Street to approximately 350 feet west of the intersection of South Boulevard (approximately 1350-ft). The project proposed improvements intend to construct 12-foot through travel lanes in each direction, with an 8-ft shoulder in each direction in the existing urban section (curb, gutter and sidewalk).The existing curb, gutter and sidewalk is proposed to be retained. The existing total right-of-way width is approximately 60-ft, it is anticipated that all proposed improvements will be located within the existing right-of-way and contained within the existing roadway prism. Roadway drainage will be collected in the curb and gutter and drop inlets along the corridor and discharged back into the ground with the use of storm drain seepage beds to be constructed within the roadway prism. A drainage report will be completed to determine the size and infiltration rate of the seepage beds. All pedestrian ramps will be reconstructed to meet ADA compliancy and curb extension (bulbout) analysis will be completed to determine the appropriate locations along the corridor. The curb extensions along Elm St will be installed to shorten the effective crossing distance for pedestrians and other vulnerable road users as there are two schools and the YMCA located within the project limits. The existing rectangular rapid flashing beacons (RRFB) located at the intersection of Elm St and N Ridge Ave is anticipated to the removed and reset as part of the curb extension installation at this location.

PROPOSED IMPROVEMENTS

The following are the anticipated project improvements.

- Reconstruct Elm St to full depth utilizing City Standard Typical Sections, reconstruct pedestrian ramps along the projects to be ADA compliant
- Install new storm drain seepage bed within the existing ROW, location to be determined as the design progress.
- Evaluate possible intersections along Elm that curb extensions can be installed.
- Remove and reset the existing RRFB at Ridge Ave
- Install signing and pavement marking as needed.
- Traffic control will be minimal and consist of shoulder closures and lane shifts to accommodate the construction.
- Existing public utilities located within the project limits will be relocated or adjusted as necessary to accommodate the proposed improvements, at utility company expense.

PROJECT ASSUMPTIONS

- It is assumed no work will be required to the existing railroad tracks or concrete planking.
- It is assumed the Project Charter has been previously completed by LHTAC and will not be required as part of this scope of work.
- LHTAC will complete the environmental documentation for this project.
- Construction plans will be developed to ITD's standards utilizing a 1"=40' scale for the plan sheets, utilizing AutoCad as approved by the City.
- English units will be used for this project.

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- All deliverables will be submitted in pdf format.
- Grade books will not be required.
- It is anticipated this project will not require addition right-of-way and would be completed as a supplemental.
- Precision will coordinate with Digline to request facility maps for each utility company. Review plans will be distributed by Precision to utilities for review of their facilities along with waivers.
- As approved by LHTAC on 3/10/2025, a geotechnical investigation and report will not be required as part of this project. The City's "Major Collector, Bicycle/Pedestrian and Shared Priority" Typical Section will be utilized. Additionally, City forces will perform a infiltration test pit to determine the infiltration rate to be utilized for the seepage bed design.
- In an effort to minimize design expense, a formal Preliminary Design Submittal will not be completed for this project, but an informal design review submittal will be prepared at approximately 30% design "over the shoulder" level of design review to ensure the design is on track with the purpose and need and to evaluate the curb extension locations.
- To fulfill our DBE commitment, JM Bailey Engineering LLC will assist Precision in the design effort as staff augmentation in the form of providing utility, SWPPP documentation assistance and QC/QA as needed.

PROJECT DEVELOPMENT

This is a Federally funded Local Highway Safety Improvement Program (LHSIP) Project, sponsored by the City and will be completed as an Abbreviated Project. The project will follow the Abbreviated Project Development Procedures, Section 315.17 of the ITD Design Manual and the LHTAC LHSIP design process. Our scope of work includes the following assumptions:

- Plans will be prepared using ITD 11x17 sheets. Construction plans will be developed to ITD's standards utilizing a 1"=40' scale for the plan sheets, utilizing AutoCad.
- For consistency, all project documents will be submitted directly to LHTAC and the City for distribution to other reviewing agencies.

PROJECT SCOPE OF WORK

This section provides a description of the level of effort and deliverables associated with each task to complete the Scope of Work.

TASK 1 PROJECT MANAGEMENT

This task consists of general project coordination with the City and LHTAC throughout the project and preparation of monthly invoices.

Task 1.1 Project Coordination

This task includes progress meetings, informal reviews, and general coordination with the City and LHTAC staff and Subconsultants, as required during the project. The deliverables for the meetings will be to prepare and submit meeting minutes within three business days following the meeting.

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Anticipated meeting outside of the design review meeting:

- Kick off Meeting to be held via video meeting and will be held to bring together all team members to establish protocol, discuss project schedule and project purpose and need.
- Monthly Progress Meetings to be held once a month via video meeting. Precision will establish a month reoccurring meeting that will include LHTAC, the City and Precision, other team members will be included on as needed basis.
- This task will also include the necessary coordination with the railroad for all work completed within the railroad right-of-way.

Task 1.2 Prepare Monthly Invoices

Monthly invoices will include the ITD 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status as depicted on the monthly schedule, backup/supporting documentation and percent complete of budget. Invoices will be submitted to LHTAC for review and approval and then forward to the City for payment.

TASK 2 FIELD SURVEY (Badger Aerial Mapping and Surveying)

This task consists of completing the topographic survey and establishing the existing right-of-way.

Task 2.1 Topographic Survey

Complete topographic surveying along Elm Street, beginning east of the intersection of I-15 Business Loop (Yellowstone) to the cross walk at the roundabout at the intersection of South Blvd (approximately 1550-ft). Survey 150-ft past the PC/PT of the curb returns either direction at the cross streets to reconstruct the ped ramps to ADA. Cross sections of roadway will be required every 50-ft along the corridor. Topographic information will include edge of asphalt, lip of gutter, back of curb, face and back of sidewalk, centerline, driveway approaches, roadside signs, storm facilities (structures, pipes including inverts, pipe size and type) and visible utilities including water lines, sewer lines, power lines, gas, telephone and fiber optic lines that are located by Digline, Precision will request the utility facility maps. Due to the overlays and the pavement being higher than the lip of gutter near the lane edge, the topo will also include the pavement break near the lip of gutter. The limits of the survey will be 5-ft beyond the existing right of way limits (approximately 70-ft in total width), existing right-of-way width is approximately 60-ft wide in total width. All topographic data will be tied vertically to NAVD 88 datum. The horizontal datum will be tied to Idaho State Plane coordinate base at ground. The deliverables for this task consists of:

- 2D Topographical Survey Cad drawing including Existing ROW
- Point and Surface files
- Tie vertical control & provide a minimum of 6 TBMs, spaced out along the corridor

Task 2.2 Right of Way and Property Research

Property records will be researched, and property lines will be shown graphically utilizing current deeds combined with other available information. Existing survey monumentation

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will be utilized to establish an alignment for design. It is assumed no title commitments will be required.

TASK 3 ENVIRONMENTAL EVALUATION

LHTAC will complete the environmental document in-house. Precision will assist LHTAC with information and/or an exhibit as needed, to complete the environmental document.

TASK 4 PRELIMINARY DESIGN

This task includes preparation of a Preliminary Design display and construction cost estimate for review and comment.

Task 4.1 Prepare Design Files

Precision Engineering will prepare the base map, based on the topo survey and additional information as needed to set up project files. Contact the utility companies for faculty maps and make them aware of the project's anticipated design and construction schedule.

Task 4.2 Prepare Curb Extension (Bulbout) Evaluation

Precision Engineering will conduct an onsite visit with the City to evaluate possible locations along the project to install curb extensions at specific intersections.
The deliverable for this task consists of:

- Attend site visit (two Precision personnel)
- Memo of findings and recommendations

Task 4.3 Intersection Sight Distance (Elm and Curtis Ave)

Precision Engineering will evaluate possible options to improve the intersection sight distance due to the Museum of Idaho sign at the intersection of Elm and Curtis. The deliverable for this task consists of:

- 2 to 3 Displays showing possible improvements

Task 4.4 Prepare Storm Drain Analysis and Report

The existing drainage facilities within the project limits consist of overland flow to the curb and gutter with drop inlets. It appears the discharge point for the existing storm drain drop inlets routes to the existing storm drain collection system.
This scope of work assumes the proposed storm drain improvements will consist of underground piping and the installation of new subsurface seepage beds where possible, located within the roadway prism.

The following assumptions will be made:

- The City will conduct on site infiltration testing to be used by Precision to size the seepage bed. No formal geotechnical report will be required for groundwater depth.
- Proximity to public drinking water mains will be a minimum of 25-ft for the installation of the seepage bed
- It is assumed the seepage bed will be designed to accommodate the post construction discharge within the project limits as such an overflow outfall will connect the seepage beds to the existing system to accommodate possible excess

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storm water that may be collected by adjacent roadways and are not accounted for in the seepage sizing. The existing areas that contribute storm water outside of this scope's roadway construction limits will not be calculated or surveyed.

Precision will complete hydraulic computation, determine preliminary sizing for the drainage facilities (pipes, culverts, inlets, manholes, treatment and disposal facilities) and prepare a draft and final storm drain report.

Task 4.5 School Zone Speed Evaluation

Precision Engineering will coordinate with the City of Idaho Falls to evaluate the installation of a school zone speed limit within the project limits. It is anticipated the City will provide Precision with past examples of how school zones have been historically prepared for the City. It is assumed a spot speed study will not be required to establish the school zone limits. The deliverable for this task consists of:

- Prepare draft and final School Zone evaluation memo

Task 4.6 Prepare Preliminary Design Display, Estimate and Meeting

Precision will prepare a preliminary layout for the City and LHTAC depicting the proposed improvements. This will be used to ensure the direction of the design meets the proposed purpose and need of the project before completing the final design submittal. It is assumed the discussion of the displays will be conducted by virtual meeting. The deliverable for this task consists of:

- 1 – Preliminary Horizontal Design Display, provided in PDF format
- Preliminary Cost Estimate in Excel format
- Prepare and submit the draft and final design study report

TASK 5 FINAL DESIGN

This task consists of preparation of the plans, special provisions, construction cost estimate and contract time determination for Final Design Review and PS&E submittals.

Task 5.1 Prepare Final Roadway Design

Precision Engineering will develop the geometry and design the Final intersection improvements based on the approved Preliminary layout.

Task 5.2 Utility Coordination

Precision Engineering will coordinate with local utility companies to obtain their facility mapping and to identify potential conflicts. The deliverables for this task consist of:

- Copies of Utility Submittal Letters
- Copies of all information and documents received from the Utilities, including all communications (emails, phone calls, letters, etc)
- Preparation of utility waiver documents if needed.

Task 5.3 Prepare Final Roadway Design and Plan Sheets (20 Sheets)

Precision Engineering will perform final roadway design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – Title Sheet

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- 1 – Project Clearance Summary Sheet
- 1 – Project Control Sheet
- 2 – Roadway Summary Sheets
- 1 – Typical Section Sheet
- 4 – Roadway Plan and Profile Sheets
- 2 – Curb Extension Grading Detail Sheets
- 2 – Storm Drain Profile Sheets
- 3 – Roadway and Storm Drain Detail Sheets
- 3 – Utility Plan Sheets

Task 5.4 Prepare Final Traffic Design and Plan Sheets (9 Sheets)

Precision Engineering will perform final traffic design and drafting in accordance with ITD standards of the following deliverables in this task:

- 1 – RRFB Remove and Reset Plan Sheet
- 4 – Pavement Markings and Signing Sheets
- 2 – Construction Traffic Control Plan Sheets
- 2 – Pedestrian Routing and Detail Plan Sheets

Task 5.5 Prepare Erosion and Sediment Control Design (5 Sheets)

Precision to prepare a draft Stormwater Pollution Prevention Plan (SWPPP), details and narrative to submit at Final Design. The draft SWPPP narrative will be completed based upon the current CGP/EPA narrative template at the time this task begins. It is assumed ITD will be the NPDES permitting, and the NOI will be filed by the General Contractor and ITD**.** The deliverables for this task consist of:

- Draft SWPPP Narrative (Word version)
- 5 – SWPPP Plans, Details and General Notes Sheets

Task 5.6 Prepare Special Provisions

Precision Engineering will prepare the Special Provisions (Bid Proposal) and the Contract Time Determination Schedule for the project. The deliverables for this task consist of:

- Special Provisions to the Current ITD Specs, Supplementals and QCQA Manual
- Construction Contract Time Determination Schedule

Task 5.7 Prepare Construction Cost Estimate

Precision Engineering will calculate the estimated quantities and prepare an engineer's construction cost estimate for the project. The unit costs will be based on the most current ITD Average Unit Price report. The deliverable for this task consists of:

- Engineer's Construction Cost Estimate

Task 5.8 Prepare Material Testing Requirements (MTR)

Precision will prepare the LHTAC MTR matrix based on the most current ITD Standard Specifications for Highway Construction and QC/QA Manual for each specific bid item as identified in the matrix. The deliverable for this task consists of the following:

- Material Testing Requirements Matrix

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Task 5.9 Internal Review and Prepare Final Design Review Submittal

Precision Engineering will perform an internal review of the entire final design review package (plans, special provisions and construction cost estimate) prior to submitting for Final Design Review. We will perform revisions from the internal review and prepare the plans, special provisions and construction cost estimate for the formal Final Design Review submittal to the City and LHTAC.

Task 5.10 Final Design Review Meeting

Precision Engineering will coordinate and attend the Final Design Review Meeting (it is anticipated this meeting will be teleconferenced) and prepare meeting notes that summarize the review comments obtained from the meeting and from the marked-up plans, special provisions and estimate. The deliverable for this task consists of:

- Summary of Final Design Review Comments

Task 5.11 Prepare Draft PS&E Submittal

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the Final Design Review comments. The following submittals will be provided in electronic format to LHTAC and the City, no hard copies to be provided:

- Stamped and Signed Plans Set (PDF format)
- Construction Cost Estimate (Estimator format)
- Special Provision (Word format)
- Contract Time Determination (PDF format)
- Final Design Review Comment Matrix (PDF format)
- LHTAC PPP Template

Task 5.12 Address Review Comments

Precision Engineering will revise the plans, special provisions and estimate as necessary to address the PS&E Review comments.

Task 5.13 Prepare Resident's File

Precision Engineering will prepare a summary of the status of project information and attach appropriate project documents for inclusion in the Resident's File. The list of data included will be based on all relevant materials noted on the RE File Checklist available on LHTAC's website. The deliverable for this task consists of:

- Resident Engineer's File

Task 5.14 Bid Assistance

Precision will assist with the bidding of the project in the form of answering Contractor questions and assist with an addendum(s) on an as needed basis. The deliverable for this task consists of:

- Answer Questions and RFI(s) on an as needed basis

Task 5.15 Construction Engineering Assistance

Precision will assist with Construction Engineering on an as needed basis below are some assumed tasks

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- Assist with reviewing contractor submittals, including shop drawings, mix designs, material certifications, and any other required documentation.
- Provide design modifications as needed to address unforeseen site conditions.
- Prepare and issue formal plan revisions, change orders, or addendums.

Assumptions:

- This scope of work does not include the day-to-day on-site observations and/or inspection, quantity calculations, progress payment, project closeout and is assumed will be completed by others.
- Testing will be conducted by the Contractor or others and is not included in this scope of work.
- This scope of work assumes Precision will attend meetings as needed via video conference (Teams / Zoom) all onsite meetings will be completed as a supplemental.

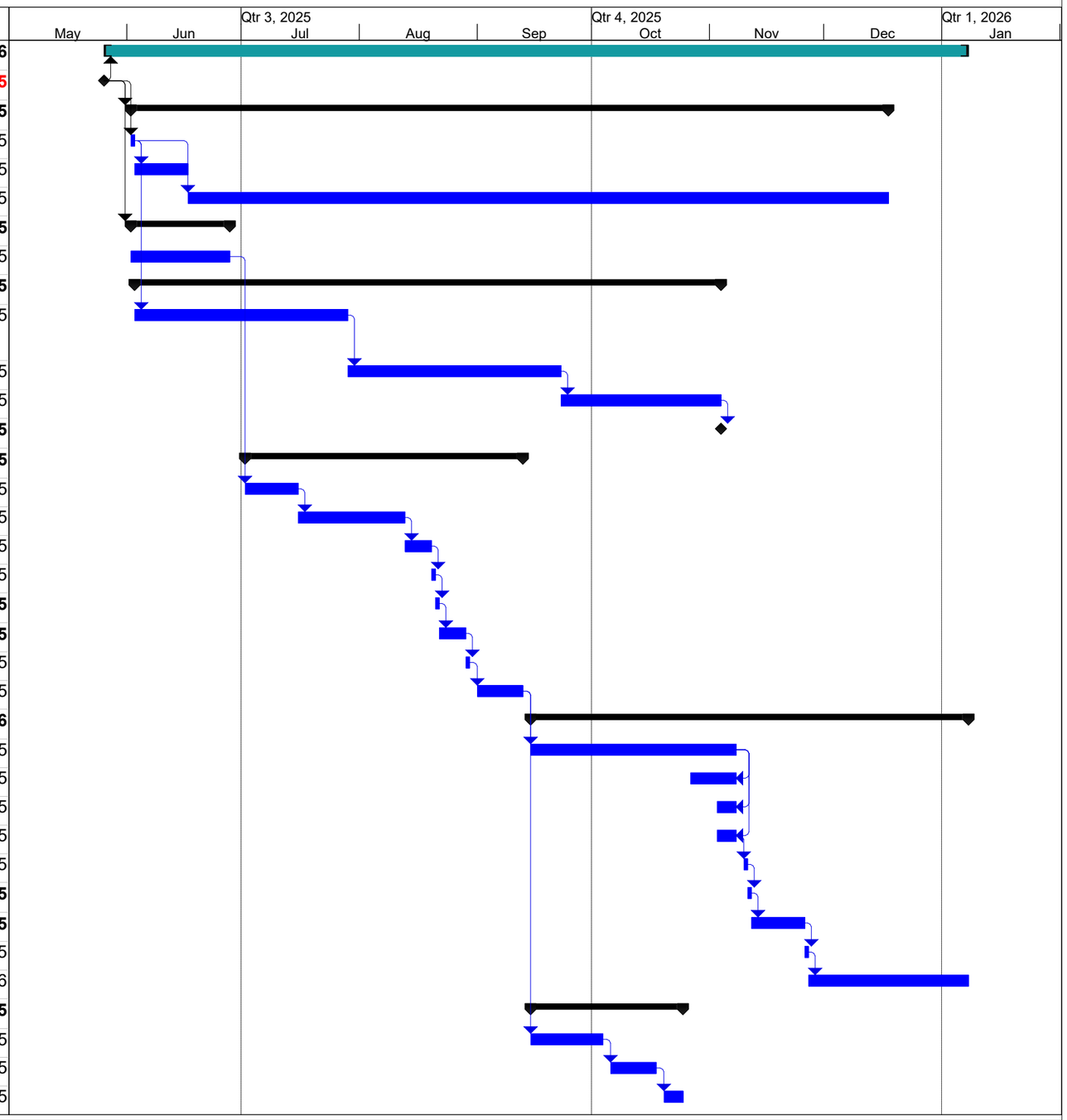
TASK 6 PUBLIC INVOLVEMENT SUPPORT

Precision will complete the on-line public involvement utilizing StoryMap to be held after approval of the Preliminary Display to inform the general public of the proposed pathway improvements. Precision will prepare the exhibits, a questionnaire in SurveyMonkey, host the StoryMap, prepare the post card mailer and prepare a comment summary. The City will be responsible for printing, postage and sending out the postcard notification material. It is assumed no in person public meeting or hearing will be required for this project.

ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS - SCHEDULE

PROJECT NO. A023(023), KEY NO. 23023

ID	Task Name	Duration	Start	Finish
1	**Elm St, Yellowstone to South Blvd**	**163 days**	**Mon 5/26/25**	**Wed 1/7/26**
2	**NOTICE TO PROCEED (Assumed)**	**0 days**	**Mon 5/26/25**	**Mon 5/26/25**
3	**TASK 1 PROJECT COORDINATION**	**143 days**	**Mon 6/2/25**	**Wed 12/17/25**
4	Attend Kick Off Meeting (ALL TEAM MEMBERS)	1 day	Mon 6/2/25	Mon 6/2/25
5	Utility Coordination / Letters	10 days	Tue 6/3/25	Mon 6/16/25
6	Project Management	132 days	Tue 6/17/25	Wed 12/17/25
7	**TASK 2 FIELD SURVEYS (Badger Mapping & Land Surveying)**	**20 days**	**Mon 6/2/25**	**Fri 6/27/25**
8	Field Surveys	20 days	Mon 6/2/25	Fri 6/27/25
9	**TASK 3 ENVIRONMENTAL EVALUATION (LHTAC)**	**110 days**	**Tue 6/3/25**	**Mon 11/3/25**
10	Prepare Environmental Documents (Biological, Cultural Resources, Wetland and other Technical Reports)	40 days	Tue 6/3/25	Mon 7/28/25
11	*AGENCY REVIEW PERIOD*	40 days	Tue 7/29/25	Mon 9/22/25
12	Address Review Comments	30 days	Tue 9/23/25	Mon 11/3/25
13	**ENVIRONMENTAL APPROVAL**	**0 days**	**Mon 11/3/25**	**Mon 11/3/25**
14	**TASK 4 PRELIMINARY DESIGN**	**53 days**	**Wed 7/2/25**	**Fri 9/12/25**
15	Prepare Base Mapping	10 days	Wed 7/2/25	Tue 7/15/25
16	Preliminary Roadway Design	20 days	Wed 7/16/25	Tue 8/12/25
17	Prepare Preliminary Engineers Estimate	5 days	Wed 8/13/25	Tue 8/19/25
18	Prepare Preliminary Design Review Submittal	1 day	Wed 8/20/25	Wed 8/20/25
19	**PRELIMINARY DESIGN REVIEW SUBMITTAL**	**1 day**	**Thu 8/21/25**	**Thu 8/21/25**
20	*AGENCY REVIEW PERIOD*	**5 days**	**Fri 8/22/25**	**Thu 8/28/25**
21	Preliminary Design Review Meeting	1 day	Fri 8/29/25	Fri 8/29/25
22	Address Review Comments	10 days	Mon 9/1/25	Fri 9/12/25
23	**TASK 5 FINAL DESIGN**	**83 days**	**Mon 9/15/25**	**Wed 1/7/26**
24	Prepare Final Plan Sheets	40 days	Mon 9/15/25	Fri 11/7/25
25	Prepare Special Provisions	10 days	Mon 10/27/25	Fri 11/7/25
26	Prepare Construction Cost Estimate	5 days	Mon 11/3/25	Fri 11/7/25
27	Prepare Contract Time	5 days	Mon 11/3/25	Fri 11/7/25
28	Prepare Final Design Review Submittal	1 day	Mon 11/10/25	Mon 11/10/25
29	**FINAL DESIGN SUBMITTAL**	**1 day**	**Tue 11/11/25**	**Tue 11/11/25**
30	*AGENCY REVIEW PERIOD*	**10 days**	**Wed 11/12/25**	**Tue 11/25/25**
31	Final Design Review Meeting	1 day	Wed 11/26/25	Wed 11/26/25
32	PS&E Submittal	30 days	Thu 11/27/25	Wed 1/7/26
33	**TASK 6 PUBLIC INVOLVEMENT**	**30 days**	**Mon 9/15/25**	**Fri 10/24/25**
34	Prepare Meeting Notice and Mailers	15 days	Mon 9/15/25	Fri 10/3/25
35	Prepare StoryMap for Online PIM	10 days	Mon 10/6/25	Fri 10/17/25
36	Prepare Public Meeting Summary	5 days	Mon 10/20/25	Fri 10/24/25



CONSULTANT Precision

PROJECT NAME ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS

PROJECT NUMBER A023(023)

KEY NUMBER 23023

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate		Cost
1	Joel Grounds, Principal	26.1	=	209	@	$ 120.00	=	$ 25,080.00
2	Andy Elliott, Project Engineer	69.6	=	557	@	$ 55.00	=	$ 30,635.00
3	Hilary Grounds, Designer	61.3	=	490	@	$ 95.00	=	$ 46,550.00
	TOTAL RAW LABOR COST						**=**	**$ 102,265.00**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

Total Raw Labor Cost		Approved Overhead Rate		
$ 102,265.00	X	**78.01%**	=	**$79,776.93**

C. NET FEE

Total Raw Labor & Overhead		NET FEE		
$182,041.93	X	**14.0%**	=	**$25,485.87**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate		
$ 102,265.00	X	**0.00%**		**$0.00**

TOTAL LABOR **$ 207,527.80**

E ESCALATION

F OUT-OF-POCKET EXPENSE SUMMARY

		Estimated
TOTAL ESTIMATED EXPENSE	=	**$ -**

G SUBCONSULTANTS

Badger Land Surveying (Topo Survey)	=	**$9,178.60**
JM Bailey Engineering (Staff Augmentation)	=	**$9,072.00**
TOTAL SUBCONSULTANT EXPENSE		**$18,250.60**

TOTAL = $225,778.40

MAN-HOUR ESTIMATE
ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS
PROJECT NO. A023(023) | KEY NO. 23023
April 23, 2025

		HOURS PRINCIPAL	HOURS PROJECT ENG	HOURS DESIGNER	TOTAL HOURS
TASK 1	**PROJECT MANAGEMENT**				
	1.1 Project Coordination				
	General Project Management	60	24		84
	Kick Off Meeting	2			2
	Monthly Progress Meetings	4			4
	Railroad Correspondence	4	16		20
	1.2 Prepare Monthly Invoices	8		16	24
	TASK 1 HOURS	**78.0**	**40.0**	**16.0**	**134.0**
	TASK 1 MAN-DAYS	**9.8**	**5.0**	**2.0**	**16.8**
TASK 2	**FIELD SURVEY (BADGER LAND SURVEYING)**				
	2.1 Topographic Correspondence	10	8		18
	2.2 Existing ROW Correspondence	4			4
	TASK 2 HOURS	**14.0**	**8.0**	**0.0**	**22.0**
	TASK 2 MAN-DAYS	**1.8**	**1.0**	**0.0**	**2.8**
TASK 3	**ENVIRONMENTAL EVALUATION (LHTAC)**				
	3.1 Environmental Correspondence	8	24		32
	TASK 3 HOURS	**8.0**	**24.0**	**0.0**	**32**
	TASK 3 MAN-DAYS	**1.0**	**3.0**	**0.0**	**4.0**
TASK 4	**PRELIMINARY DESIGN**				
	4.1 Prepare Base Mapping	4	24	48	76
	4.2 Prepare Curb Extension (Bulbout) Evaluation	8	32	4	44
	4.3 Intersection Sight Distance (Elm and Curtis Ave)	8	16		24
	4.4 Prepare Storm Drain Analysis and Report	4	32	16	52
	4.5 Prepare School Zone Evaluation Memo	4	24		28
	4.6 Prepare Preliminary Display, Estimate and Meeting	2	8	24	34
	TASK 4 HOURS	**30.0**	**136.0**	**92.0**	**258.0**
	TASK 4 MAN-DAYS	**3.8**	**17.0**	**11.5**	**32.3**
TASK 5	**FINAL DESIGN**				
	5.1 Prepare Base Mapping	4	40	16	60
	5.2 Utility Coordination and Waivers		10	20	30
	5.3 Prepare Final Design & Plan Preparation (20 Sheets)				
	Title Sheet (1)			2	2
	Project Clearance Summary Sheet (1)		1	4	5
	Project Control Sheet (1)		1	4	5
	Roadway Summary Sheets (2)		1	8	9
	Typical Section Sheet (1)		1	4	5
	Plan and Profile Sheets (4)	8	120	40	168
	Curb Extension Grading Detail Sheets (2)	2	8		10
	Storm Drain Profile Sheets (2)		1	8	9
	Roadway and Storm Drain Detail Sheets (3)	1	2	12	15
	Color Utility Plans (3)		4	12	16
	5.4 Final Traffic Design and Plan Preparation (9 Sheets)				
	RRFB Remove and Reset Plan Sheet (1)		8	16	24
	Pavement Markings and Signing Sheets (4)	2	4	20	26
	Typical Traffic Control Plan Setup Sheet (2)	2	4	16	22
	Pedestrian Traffic Control Plan Setup Sheets (2)		4	16	20
	5.5 Erosion and Sediment Control Design				
	Draft SWPPP Narrative (Word version)		2	4	6
	SWPPP Plans, Details and General Notes Sheets (5)		4	20	24
	5.6 Prepare Special Provisions and Contract Time Determination	4	20		24
	5.7 Prepare Construction Cost Estimate	1	2	8	11
	5.8 Prepare Material Testing Requirements (MTR)		2	16	18
	5.9 Prepare Final Design Review Submittal	16	4		20
	5.10 Final Design Review Meeting	2	4		6
	5.11 Prepare Draft PS&E Submittal	16	40	60	116
	5.12 Address PS&E Review Comments	5	10	20	35
	5.13 Prepare Resident Engineer's File		4	16	20
	5.14 Bid Assistance	4	8		12
	5.15 Construction Engineering Assistance	8	24		32
	TASK 5 HOURS	**75.0**	**333.0**	**342.0**	**750.0**
	TASK 5 MAN-DAYS	**9.4**	**41.6**	**42.8**	**93.8**
TASK 6	**PUBLIC INVOLVEMENT SUPPORT**				
	6.1 Prepare Draft PIM Material	4	8	24	36
	6.2 Prepare Final PIM Material and Create Publish StoryMap		8	16	24
	TASK 6 HOURS	**4.0**	**16.0**	**40.0**	**60.0**
	TASK 6 MAN-DAYS	**0.5**	**2.0**	**5.0**	**7.5**
TOTAL HOURS		**209.0**	**557.0**	**490.0**	**1256.0**
TOTAL MAN-DAYS		**26.1**	**69.6**	**61.3**	**157.0**

Elm Street; Yellowstone to South Blvd			BAMS Manhour Estimate							3/15/2025		
K.N. 23023, Idaho Falls, Bonneville County	**Total Personnel Hours per Task**	PLS Project Manager Justin		Sr. Field Tech Jackson		Jr. Field Tech Colby		PLS Project Manager Chet	Sr. Office Tech Patrick	Jr. Office Tech Theresa	Site Visits	
Task Descriptions		Work	Travel	Work	Travel	Work	Travel					**Assumptions**
Task 3A: Topographic Survey												No Travel Time Required due to project location
3A.1 Coordination with Precision Engineering	8	4							4			
3A.2 Topographic Survey - Field Work per Scope of Work	40			20		20						Underground Utility Locates Requested by Others
3A.3: Drafting and Data Review	5	1							4			
3A.4: Professional Land Survey Review	1	1										
Task 3B: Right of Way and Property Research												No Title Commitments Required
3B.1 Property and Records Research	4	2							2			
3B.2 Drafting - Initial Office Calculations for Field Crew Search	4								4			
3B.3 Site Survey - Search for and locate existing survey monuments	24			12		12						
3B.4 Drafting - Combine Field Data with records research data	8								8			
3B.5 Professional Land Surveyor Review	3	3										
Totals	97	**11**		**32**		**32**			**22**		**0**	
									147.73%	13.5%	0.000%	
Labor Costs:	Total Hours	x	rate	=	Total Amount			Base Rate	Overhead	Fee	FCCM	Loaded Rate
PLS Project Manager Justin	11	x	$ 134.96	=	$ **1,484.60**			$ 48.00	$ 70.91	$ 16.05	$ -	$ 134.96
Sr. Field Tech Jackson	32	x	$ 104.03	=	$ **3,329.09**			$ 37.00	$ 54.66	$ 12.37	$ -	$ 104.03
Jr. Field Tech Colby	32	x	$ 77.32	=	$ **2,474.33**			$ 27.50	$ 40.63	$ 9.20	$ -	$ 77.32
PLS Project Manager Chet		x	$ 118.09	=				$ 42.00	$ 62.05	$ 14.05	$ -	$ 118.09
Sr. Office Tech Patrick	22	x	$ 84.35		$ **1,855.75**			$ 30.00	$ 44.32	$ 10.03	$ -	$ 84.35
Jr. Office Tech Theresa		x	$ 50.61	=				$ 18.00	$ 26.59	$ 6.02	$ -	$ 50.61
	TOTAL ESTIMATED LABOR:				$ **9,143.76**							
OUT OF POCKET EXPENSES:	Total	x	rate		Total Amount							
Mileage	0	x	$ 0.670	=	$ -							
Printing/Copies	20	x	$ 1.00	=	$ **20.00**							
Materials - Lath	0	x	$ 53.00	=	$ -							
Materials - Paint	2	x	$ 7.42	=	$ **14.84**							
Hotel	0	x	$ 96.00	=	$ -							
Meals	0	x	$ 59.00	=	$ -							
Recording Costs	0	x	$ 10.00	=	$ -							
	TOTAL ESTIMATED OUT OF POCKET EXPENSES:				$ **34.84**							
	TOTAL ESTIMATED AGREMENT EXPENSES:				$ **9,178.60**							

CONSULTANT JM Bailey Engineering
PROJECT NAME ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS
PROJECT NUMBER A023(023)
KEY NUMBER 23023

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Loaded Rate		Loaded Labor Cost
1	Principal Engineer (Jeanne Bailey)	7.0	=	56	@	$ 162.00	=	$ 9,072.00
			TOTAL RAW LABOR COST				**=**	**$ 9,072.00**

TOTAL = $9,072.00

MAN-HOUR ESTIMATE
ELM ST; YELLOWSTONE TO SOUTH BLVD, IDAHO FALLS
PROJECT NO. A023(023) | KEY NO. 23023
JM Bailey Engineering

		HOURS PRINCIPAL
TASK 1	**PROJECT MANAGEMENT**	
	1.1 Project Coordination	
	General Project Management	30
	Kick Off Meeting	
	Monthly Progress Meetings	
	Railroad Correspondence	
	1.2 Prepare Monthly Invoices	5
	TASK 1 HOURS	**35.0**
	TASK 1 MAN-DAYS	**4.4**
TASK 2	**FIELD SURVEY (BADGER LAND SURVEYING)**	
	2.1 Topographic Correspondence	
	2.2 Existing ROW Correspondence	
	TASK 2 HOURS	**0.0**
	TASK 2 MAN-DAYS	**0.0**
TASK 3	**ENVIRONMENTAL EVALUATION (LHTAC)**	
	3.1 Environmental Correspondence	
	TASK 3 HOURS	**0.0**
	TASK 3 MAN-DAYS	**0.0**
TASK 4	**PRELIMINARY DESIGN**	
	4.1 Prepare Base Mapping	
	4.2 Prepare Curb Extension (Bulbout) Evaluation	
	4.3 Intersection Sight Distance (Elm and Curtis Ave)	
	4.4 Prepare Storm Drain Analysis and Report	
	4.5 Prepare School Zone Evaluation Memo	
	4.6 Prepare Preliminary Display, Estimate and Meeting	
	TASK 4 HOURS	**0.0**
	TASK 4 MAN-DAYS	**0.0**
TASK 5	**FINAL DESIGN**	
	5.1 Prepare Base Mapping	
	5.2 Utility Coordination and Waivers	21
	5.3 Prepare Final Design & Plan Preparation (20 Sheets)	
	Title Sheet (1)	
	Project Clearance Summary Sheet (1)	
	Project Control Sheet (1)	
	Roadway Summary Sheets (2)	
	Typical Section Sheet (1)	
	Plan and Profile Sheets (4)	
	Curb Extension Grading Detail Sheets (2)	
	Storm Drain Profile Sheets (2)	
	Roadway and Storm Drain Detail Sheets (3)	
	Color Utility Plans (3)	
	5.4 Final Traffic Design and Plan Preparation (9 Sheets)	
	RRFB Remove and Reset Plan Sheet (1)	
	Pavement Markings and Signing Sheets (4)	
	Typical Traffic Control Plan Setup Sheet (2)	
	Pedestrian Traffic Control Plan Setup Sheets (2)	
	5.5 Erosion and Sediment Control Design	
	Draft SWPPP Narrative (Word version)	
	SWPPP Plans, Details and General Notes Sheets (5)	
	5.6 Prepare Special Provisions and Contract Time Determination	
	5.7 Prepare Construction Cost Estimate	
	5.8 Prepare Material Testing Requirements (MTR)	
	5.9 Prepare Final Design Review Submittal	
	5.10 Final Design Review Meeting	
	5.11 Prepare Draft PS&E Submittal	
	5.12 Address PS&E Review Comments	
	5.13 Prepare Resident Engineer's File	
	5.14 Bid Assistance	
	5.15 Construction Engineering Assistance	
	TASK 5 HOURS	**21.0**
	TASK 5 MAN-DAYS	**2.6**
TASK 6	**PUBLIC INVOLVEMENT SUPPORT**	
	6.1 Prepare Draft PIM Material	
	6.2 Prepare Final PIM Material and Create Publish StoryMap	
	TASK 6 HOURS	**0.0**
	TASK 6 MAN-DAYS	**0.0**
TOTAL HOURS		**56.0**
TOTAL MAN-DAYS		**7.0**

JM Bailey, PE, Principal, Fully Loaded Rate: $162.00/hr **$ 9,072.00**

Your Safety • Your Mobility
Your Economic Opportunity

Consultant DBE Commitment

Idaho Transportation Department

ITD 2398 (Rev. 01-18)
itd.idaho.gov

If goals are not met, it is mandatory that pages 2 and 3, titled "Summary of DBE

Key Number	Project Number	Project Name		
23023	**A023(023)**	**Elm St, Yellowstone To South Blvd, Idaho Falls**		
Consultant Firm		Consultant EEO Officer	Phone #	Email
Precision Engineering		**Joel Grounds**	**208-938-1692**	**joel@precisionengineeringllc.com**
Preparer's Signature		Date	DBE Goal for this Project:	**4 %**
		1/22/2025		

Good Faith Effort," be completed. Failure to complete these forms will prevent agreement award. Refer to Disadvantaged Business Enterprise Special Provisions for Race/Gender-Conscious Projects, for more detail. Award of the agreement is contingent on Good Faith Efforts to provide opportunity for DBE participation in this project. ITD currently has an annual DBE goal of 10.0%.

Each commitment must be accompanied by written confirmation from the listed DBE firm that it is participating in the contract as stated in the prime consultant's commitment.

Name and Contact Information of DBE Subconsultant	Scope of Work to be Performed by DBE Sub-consultant	Utilization Percentage of Overall Work Scope
J.M. Bailey Engineering, PLLC, Jeanne Bailey, PE Contact: 719.641.7033	Roadway Design Support	4 %
		%
		%
		%
		%
		%
		%
		%
		%

Total DBE 4 %

100% DBE Credit is given on Professional, Technical, Consultant, or Managerial Services

Do Not Write In Box – For Department Use Only

☒ Approved ☐ Not Approved By Ronnie Winks Digitally signed by Ronnie Winks Date: 2025.01.29 15:22:59 -07'00'

DBE Program Coordinator, Idaho Transportation Department — Date

Memorandum

File #: 25-283 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Thursday, May 29, 2025
DEPARTMENT: Community Development Services

Subject
Resolution Approving the Community Development Block Grant (CDBG) PY 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

Council Action Desired
☐ Ordinance ☒ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
Approve the Resolution for the 2024 CAPER (or take other action deemed appropriate).

Description, Background Information & Purpose
Pursuant to HUD (United States Department of Housing and Urban Development) requirements, entitlement communities receiving CDBG funds must complete the consolidated annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent were presented in a public hearing and posted for public comment. The public hearing was held at the May 8, 2025, City Council meeting. The meeting was followed by a 15-day public comment period that ran from May 8, 2025, through May 24, 2025. A request for the Council to approve a resolution at the June 5, 2025, meeting was made. The 2024 CAPER must be submitted to HUD no later than June 30, 2025. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Alignment with City & Department Planning Objectives



☒ ☐ ☒ ☐ ☒ ☐ ☒ ☐

The CDBG Program supports many of the City's goals and priorities including Livable Communities, Economic Growth, Sustainability, and Well-Planned Growth and Development.

Interdepartmental Coordination
NA

Fiscal Impact

The Consolidated Annual Performance and Evaluation Report (CAPER) is required for the City to receive its annual CDBG allocation from HUD, which has recently averaged approximately $430,000 per year.

Legal Review
The Resolution has been reviewed by the Legal Department.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF IDAHO FALLS

ADOPTING THE ***PY2024 CDBG Consolidated Annual Performance and Evaluation Report (CAPER)***

FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City of Idaho Falls has been designated as an entitlement city by the U.S Department of Housing and Urban Development;

WHEREAS, The City of Idaho Falls receives annual grant funding as an entitlement city;

WHEREAS, the City of Idaho Falls is required to submit an Annual Report describing how the grant funds were used and the resulting benefits;

WHEREAS, the City of Idaho Falls held a public hearing on the PY2024 Annual Report held before City Council on May 8, 2025;

WHEREAS, a 15-day public comment period was opened on May 8, 2025 and closed on and through May 24, 2025;

WHEREAS, the City of Idaho Falls has considered all comments received during the 15-day comment period;

WHEREAS, all requirements for adopting the report have been met;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Idaho Falls to adopt the PY2024 Annual Report and submit the P*Y2024 CDBG Consolidated Annual Performance and Evaluation Report* to the U.S. Department of Housing and Urban Development.

DATED this 5th day of June, 2025.

_____

Rebecca L. Noah Casper, Mayor

ATTEST:

_____

Emily Geisler, City Clerk

Memorandum

File #: 25-279 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Friday, May 23, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Aspen Meadows Division No. 2.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Aspen Meadows Division No. 2 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Aspen Meadows Division No.2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Aspen Meadows Division No. 2 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Aspen Meadows Division No. 2. The Planning and Zoning Commission considered this item at its December 3, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐
A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and

Engineering/Survey Divisions.

Fiscal Impact
NA

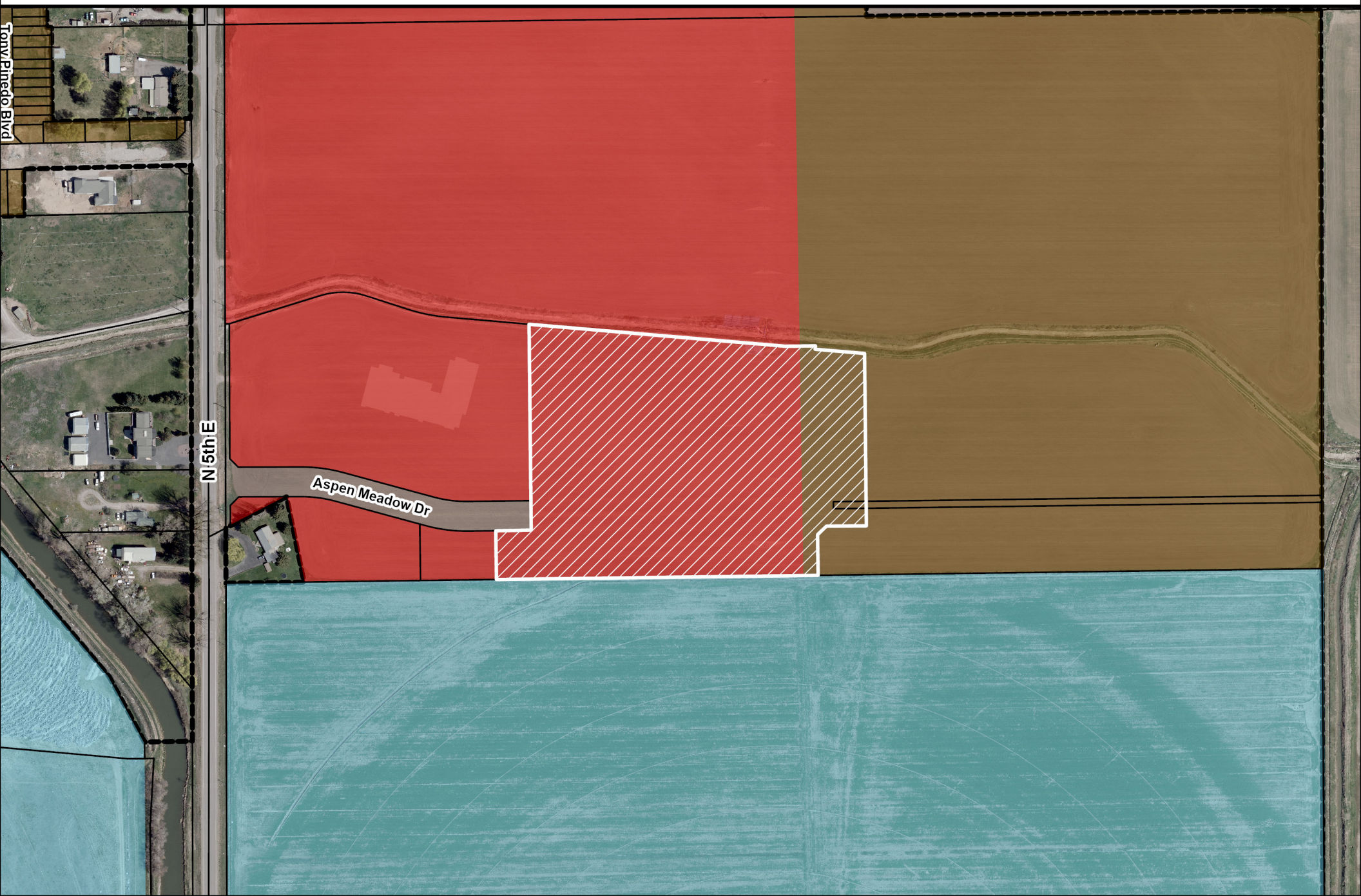
Legal Review
This application was reviewed by the Legal Department and found to be consistent with applicable law.

Zoning

PLT24-055 Aspen Meadows Div 2

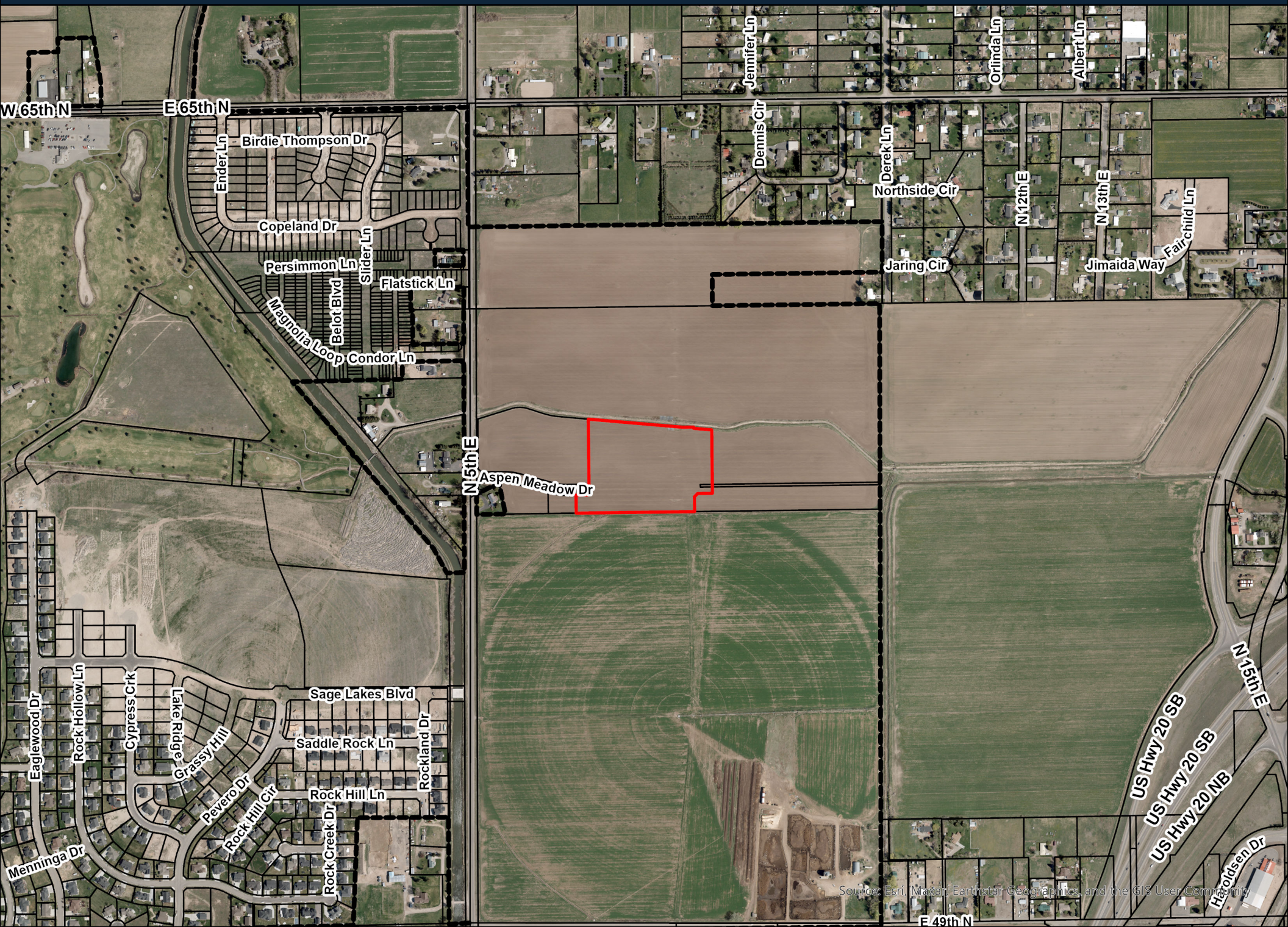
RE R1 TN R3 PB LC R&D I&M

RP R2 RMH R3A CC HC LM P



Aerial

PLT24-055 Aspen Meadows Div 2



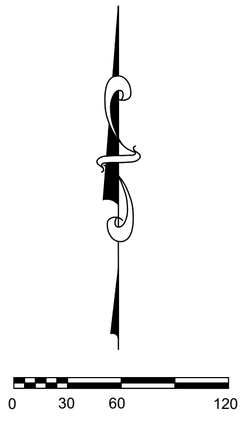
ASPEN MEADOWS

DIVISION N0. 2,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE NW 1/4 SECTION 32, T3N, R38 E.B.M.

BASIS OF BEARINGS

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

NW COR SEC 32
FOUND BRASS CAP
CP&F INSTRUMENT
NO. 1742294



0 30 60 120

SCALE: 1" = 60
@ 18" X 24" ONLY



N0°27'16"W
2634.35'

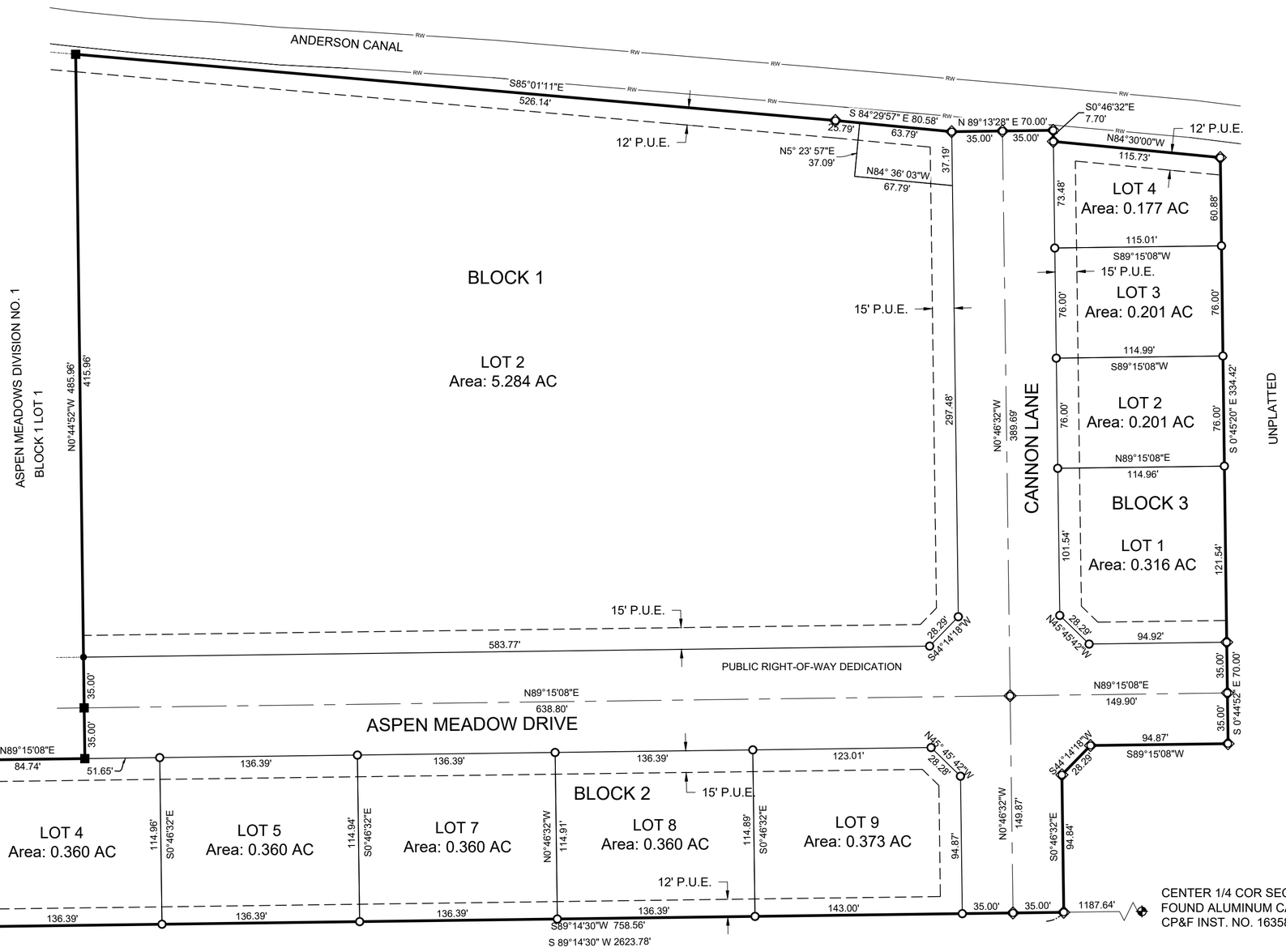
BOUNDARY DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 38 E.B.M., CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE N 89°14'30" E 677.59 FEET ALONG THE EAST WEST CENTER LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING; THENCE N 00°46'32" W 114.99 FEET; THENCE N 89°15'08" E 84.74 FEET; THENCE N 00°44'52" W 485.96 FEET; THENCE S 85°01'11" E 526.14 FEET; THENCE S 84°29'57" E 80.58 FEET; THENCE N 89°13'28" E 70.00 FEET; THENCE S 00°46'32" E 7.70 FEET; THENCE S 84°30'00" E 115.73 FEET; THENCE S 00°45'20" E 334.42 FEET; THENCE S 00°44'52" E 70.00 FEET; THENCE S 89°15'08" W, 94.87 FEET; THENCE S 44°14'18" W, 28.29 FEET; THENCE S 00°46'32" E 94.84 FEET TO A POINT ON THE EAST WEST CENTER OF SECTION OF LINE; THENCE S 89°14'30" W 758.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.087 ACRES, MORE OR LESS.

UNPLATTED



W 1/4 COR SEC 32
FOUND BRASS CAP
CP&F INSTRUMENT
NO. 1047203

UNPLATTED

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS PROPERTY INTO TWELVE LOTS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. THE SOUTH BOUNDARY LINE IS BASED ON FOUND MONUMENTS AT THE WEST 1/4 CORNER AND CENTER 1/4 CORNER. THE WEST LINE IS BASED ON ASPEN MEADOWS DIVISION NO. 1.

PROFESSIONAL LAND SURVEYOR
REGISTERED
15571
STATE OF IDAHO
CLINT M JOLLEY

NOTE:

PUBLIC RIGHT-OF-WAY DEDICATION
2.040 ACRES

LOT 3 BLOCK 1 IS NON-BUILDABLE. IT IS TO BE USED FOR THE IRRIGATION PUMP.

LEGEND

- RW — APPROXIMATE CANAL RIGHT-OF-WAY (SEE CANAL RIGHT-OF-WAY CERTIFICATE ON SHEET 2)
- CENTERLINE STREET
- PUBLIC UTILITY EASEMENT (P.U.E.)
- SURVEYED PLAT BOUNDARY LINE
- LOT LINE
- SECTION CONTROL LINE

POB	POINT OF BEGINNING
AC	ACRE
CP&F	CORNER PERPETUATION AND FILING RECORD

- CENTER SECTION CORNER
- PLSS CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- PLACED 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- FOUND 5/8" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571
- FOUND 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571

civil & structural engineering
materials testing & land surveying
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
CMJ	HLE	CMJ

JOB NO: 2023-513

DATE: April 10, 2025

REVISIONS	DATE

SUBDIVISION PLAT
ASPEN MEADOWS DIVISION NO. 2

SEC. 32, T. 3 N., R. 38 E.B.M.

BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 2 SHEETS

Z:\Projects\00-2024 Projects\24-587 Aspen Meadows Div #2\3-CAD\Survey\24-587 Aspen Meadows Div 2.dwg

ASPEN MEADOWS

DIVISION N0. 2,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE NW 1/4 SECTION 32, T3N, R38 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT ASPEN MEADOWS, DIVISION NO. 2, 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

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.

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.

FLOOD PLAIN DESIGNATION

ZONE X, PER COMMUNITY-PANEL NUMBER 160027 0070 C
WITH AN EFFECTIVE DATE OF APRIL 2, 2002

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:

EXAMINING SURVEYOR'S CERTIFICATE

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

DATE:_____ _____
BONNEVILLE COUNTY SURVEYOR DAVID DOUGLAS ROMRELL, PLS 12223

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS_____ DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LUKE BLOXAM, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF VNB 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___.

VNB HOLDINGS LLC

_____
LUKE BLOXAM, MANAGING MEMBER

IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS INCLUDED IN THIS PLAT ARE WITHIN THE PROGRESSIVE IRRIGATION DISTRICT AND THAT A SUITABLE SYSTEM FOR SUCH LOTS OR PROPERTY SHALL BE INSTALLED FOR DELIVERY OF SURFACE WATER FOR IRRIGATION PURPOSES. THE SYSTEM INSTALLED SHALL BE APPROVED BY THE CITY OF IDAHO FALLS IN COMPLIANCE WITH IDAHO CODE §31-3805. ALL PROPERTY WITHIN THE PLAT WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY THE PROGRESSIVE IRRIGATION DISTRICT. ALL RIGHTS TO VOTE IN PROGRESSIVE IRRIGATION DISTRICT MATTERS SHALL BE RETAINED BY OWNERS OF ANY LOTS OR PROPERTY WITHIN THIS PLAT.

CITY'S ACCEPTANCE

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

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, VNB 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 ASPEN MEADOWS DIVISION NO. 2, 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__.

VNB HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY

_____
LUKE BLOXAM, MANAGING MEMBER

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 ASPEN MEADOWS DIVISION NO. 2 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

civil & structural engineering
materials testing & land surveying
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
RLR	HLE	CMJ

JOB NO: 24-587
DATE: April 10, 2025

REVISIONS	DATE

PLAT
ASPEN MEADOWS DIVISION NO. 2
SEC. 32, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 2 OF 2 SHEETS

Z:\Projects\00-2024 Projects\24-587 Aspen Meadows Div #2\3-CAD\Survey\24-587 Aspen Meadows Div 2.dwg

STAFF REPORT

FINAL PLAT
ASPEN MEADOWS DIVISION NO. 2

June 5, 2025

IDAHO FALLS

Community Development Services

Applicant: HLE

Owner: VNB Holdings, LLC Vance Sara Lynn 2012 Irrevocable Trust

Project Manager: David Peterson

Location: Generally located north of E 49th N, east of N 5th E, south of E 65TH N, and west of Derek Ln.

Size: Approximately 10.087 Acres
Lots: 10

Existing Zoning:
Site: LC, R3
North: LC, R3
South: R3A
East: R3
West: LC

Existing Land Uses:
Site: Agricultural
North: Agricultural
South: Agricultural
East: Agricultural
West: Residential

Future Land Use Map:
General Urban

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

Requested Action: To **approve** the final plat for Aspen Meadows Division No. 2 to the Mayor and City Council.

History: This property was annexed into the City in 2023 with an initial zoning of R3, Multi Dwelling Residential. The portion west of the proposed street Cannon Ln was rezoned to LC earlier this year. A preliminary plat was approved by the Planning Commission in August 2024 and is currently going through technical review by City staff.

Staff Comments: The property is zoned LC and R3. The final plat includes 10 buildable lots on approximately 10.087 acres of land.

Access will come from the extension of Aspen Meadows Dr. Aspen Meadows Dr and Cannon Ln will be constructed as residential collectors, each with a 70' right-of-way. Public utilities will be accessed through Aspen Meadows Division No. 1. All public improvements required for Aspen Meadows Division No. 1 will need to be constructed and accepted by Public Works prior to permit approval for Aspen Meadows Division No. 2.

The Comprehensive Plan designates this area as General Urban which denotes residential areas with a mix of commercial and service uses convenient to residents. Both the LC and R3 Zones are consistent with the General Urban transect, allowing for a variety of housing types and higher density residential development with some commercial uses permitted in the LC Zone. All lots meet the requirements of the Subdivision Ordinance and the standards of the LC and R3 Zones. Residential development in the LC Zone will need to meet all requirements of the R3A, Residential Mixed-Use Zone.

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances and recommends approval of Aspen Meadows Division No. 2.

Transportation Plan: Aspen Meadows Dr, Cannon Ln – Residential Collector

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.	X Note: No lots in Division 1 have direct access to arterial streets.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A Note: Residential development in the LC Zone will need to meet requirements of the R3A Zone, including reverse frontage on an arterial street.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Aspen Meadows Dr, Cannon Ln – Residential Collectors

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

(Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(F) R3 Multiple Dwelling Residential Zone. This zone provides a resiential 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.

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

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

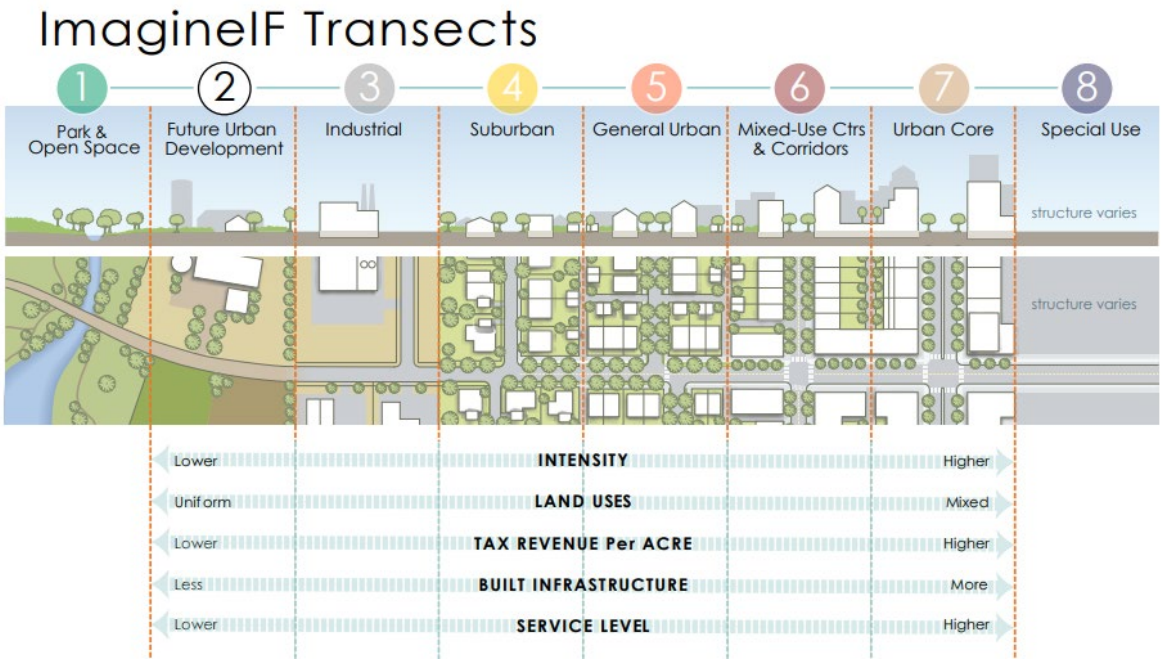
Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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

Comprehensive Plan Land Use

Transects: pg. 60-70





5. **General Urban**

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

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

December 3, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Marsha McDaniel, Arnold Cantu.

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

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

MINUTES: Ihler moved to accept the minutes of November 12, 2024, Storer seconded the motion. The motion passed unanimously.

Business:

5. PLT 24-055: FINAL PLAT for Aspen Meadows Division No. 2.

Applicant: Clint Jolley, HLE 101 Park Ave., Idaho Falls, Idaho. Jolley indicated that the property is zoned LC and R3 and this plat has 12 lots.

Ihler asked if the lots on the southern end are in LC. Jolley agreed and stated that the road running north and South (Cannon Lane) is the dividing line of zones. Jolley showed on the map where the zoning changes from R3 to LC. Ihler asked if they could build residential on the LC lots, or are they intended for commercial. Jolley stated that they could build twin homes.

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

Ihler moved to recommend to the Mayor and City Council approval of the Final Plat for Aspen Meadows Division No. 2. Scott seconded the motion. Ogden called for roll call vote: Storer, yes; Ihler, yes; Ogden, yes; Meehan, yes; Scott, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF ASPEN MEADOWS DIVISION NO. 2 GENERALLY LOCATED NORTH OF E 49TH N, EAST OF N 5TH EAST, SOUTH OF E 65TH SOUTH, AND WEST OF DEREK LN.

WHEREAS, the applicant filed an application for a final plat on October 25, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on December 3, 2024; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 5, 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 comprises 10.087 acres of land, generally located north of E 49th North, east of N 5th East, south of E 65th North, and west of Derek Ln.
3. The final plat includes 10 buildable lots.
4. Access to the subdivision will come from Aspen Meadow Dr.
5. Cannon Ln and the extension of Aspen Meadow Dr will be classified as residential collectors.
6. The Comprehensive Plan designates this area as General Urban.
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 LC, Limited Commercial, and R3, Multi Dwelling Residential Zones.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

DEVELOPMENT AGREEMENT
ASPEN MEADOWS DIVISION NO. 2

This DEVELOPMENT AGREEMENT ASPEN MEADOWS DIVISION NO. 2 ("AGREEMENT"), made this _____ day of _____, 2025, 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 VNB HOLDINGS, LLC, whose mailing address is P.O. Box 451, Rigby, Idaho 83442 ("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. All fees owed by DEVELOPER are due and payable upon execution of this AGREEMENT unless otherwise specified.

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.

IN WITNESS 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

VNB HOLDINGS, LLC

By _____
Luke Bloxham, Manager

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 23rd day of April, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Luke Bloxham, 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.

ANDREA ALVAREZ
Commission #20216268
Notary Public
State of Idaho
My Commission Expires: 01/07/2028

(Seal)

Andrea Alvarez
_____
Notary Public of Idaho
Residing at: Ammon, ID
My Commission Expires: 01/07/2028

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
ASPEN MEADOWS DIVISION NO. 2

PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 38 E.B.M., CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE N 89°14'30" E 677.59 FEET ALONG THE EAST WEST CENTER LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING; THENCE N 00°46'32" W 114.99 FEET; THENCE N 89°15'08" E 84.74 FEET; THENCE N 00°44'52" W 485.96 FEET; THENCE S 85°01'11" E 526.14 FEET; THENCE S 84°29'57" E 80.58 FEET; THENCE N 89°13'28" E 70.00 FEET; THENCE S 00°46'32" E 7.70 FEET; THENCE S 84°30'00" E 115.73 FEET; THENCE S 00°45'20" E 334.42 FEET; THENCE S 00°44'52" E 70.00 FEET; THENCE S 89°15'08" W, 94.87 FEET; THENCE S 44°14'18" W, 28.29 FEET; THENCE S 00°46'32" E 94.84 FEET TO A POINT ON THE EAST WEST CENTER OF SECTION OF LINE; THENCE S 89°14'30" W 758.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.087 ACRES, MORE OR LESS.

Memorandum

File #: 25-278 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Friday, May 23, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 8.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 8 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Ivywood Division No. 8 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 8 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 8. The Planning and Zoning Commission considered this item at its December 3, 2024, meeting and unanimously voted to recommend approval of the final plat to the Mayor and City Council as presented.

Alignment with City & Department Planning Objectives



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

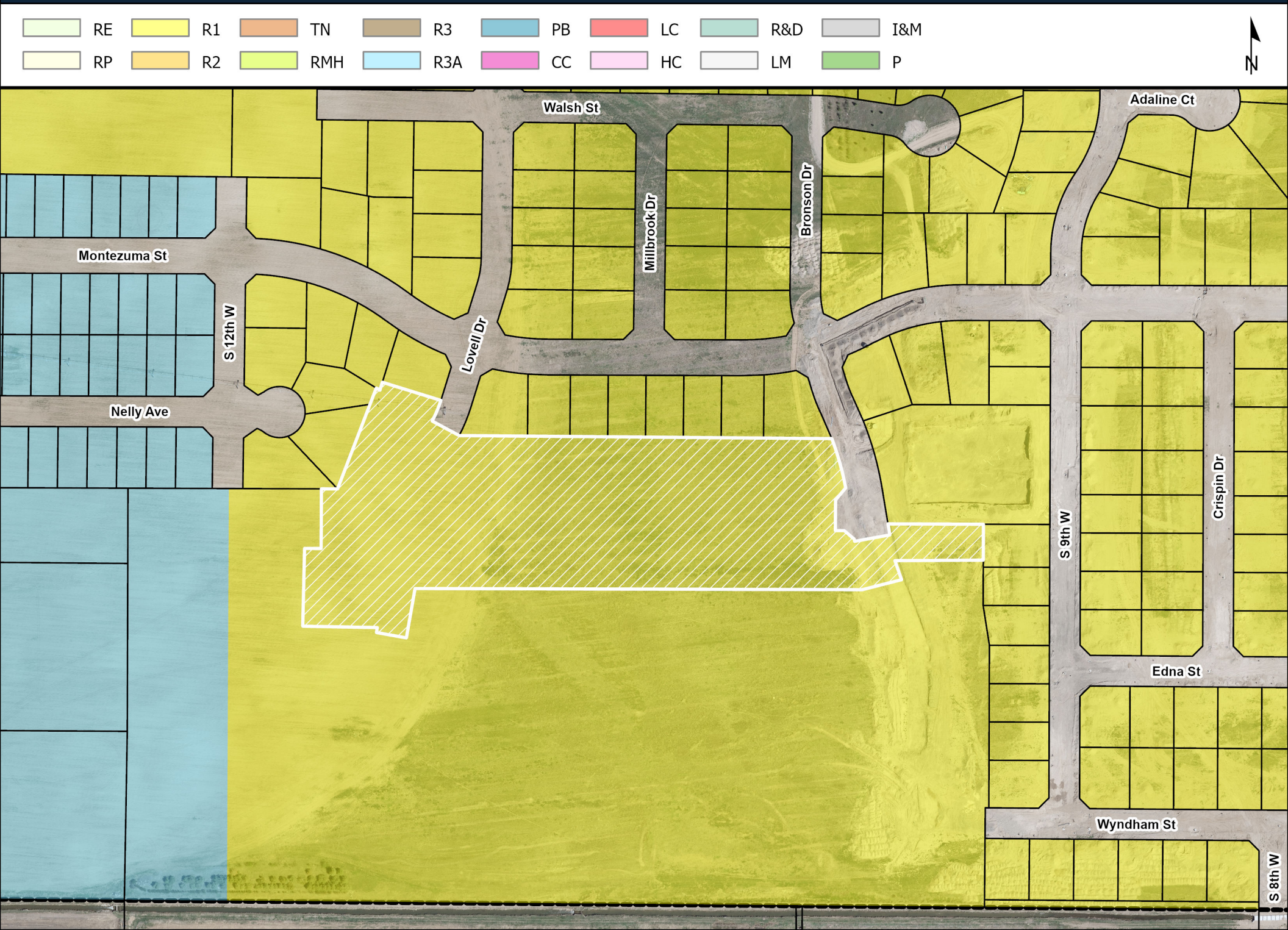
Interdepartmental Coordination
The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, as well as the Water, Planning, Wastewater, and Engineering/Survey Divisions.

Fiscal Impact
NA

Legal Review
This application was reviewed by the Legal Department and found to be consistent with applicable law.

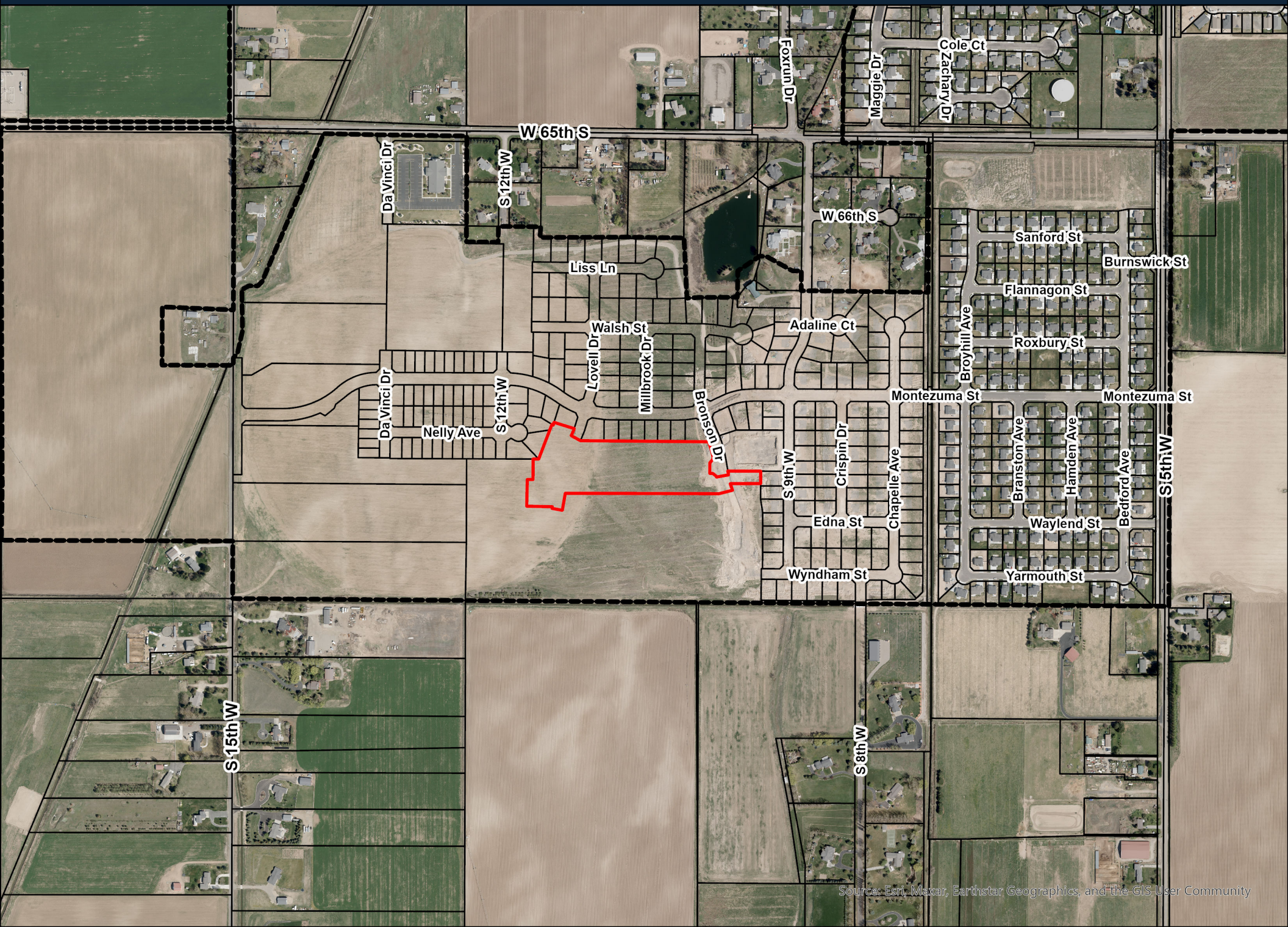
Zoning

PLT24-052 Ivywood Div 8



Aerial

PLT24-052 Ivywood Div 8



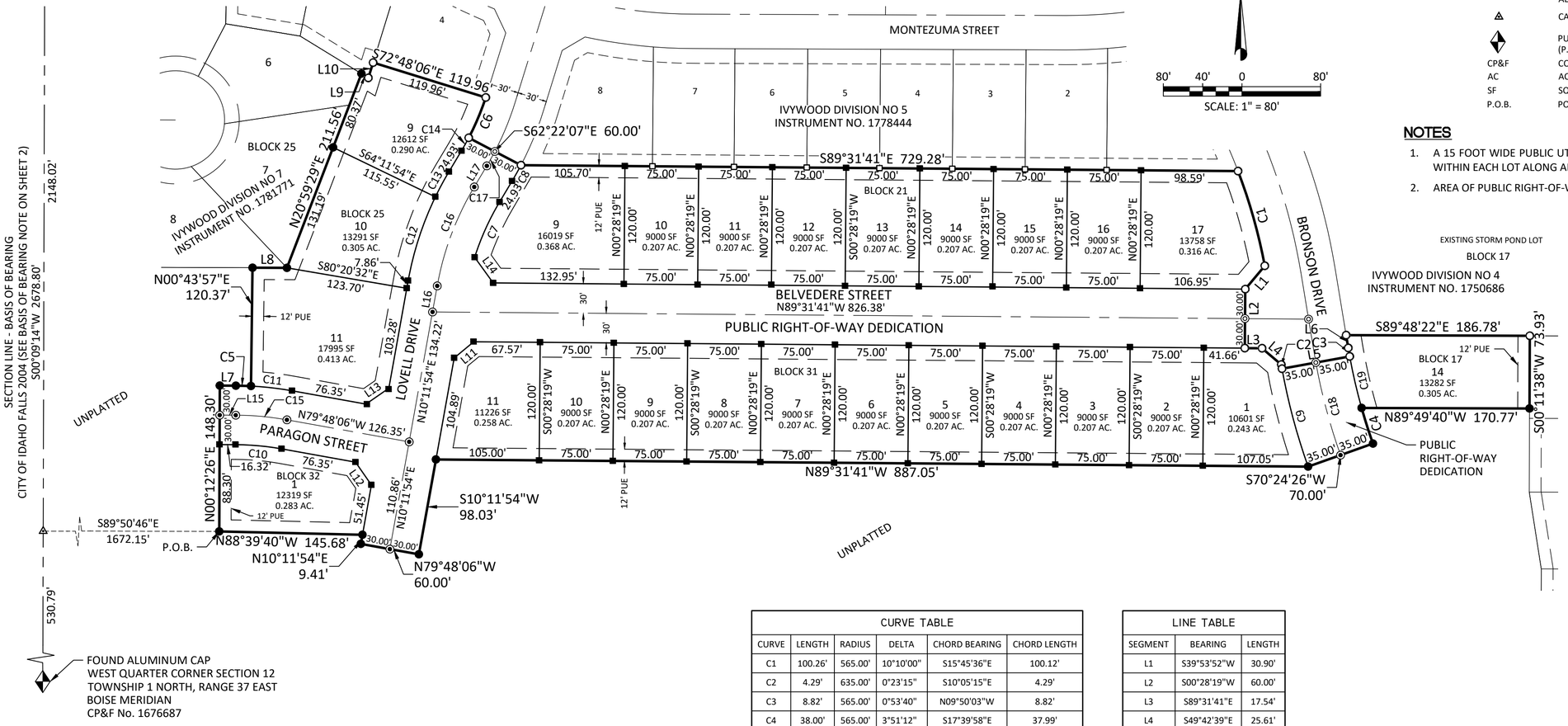
IVYWOOD DIVISION NO. 8

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

SHEET 1 OF 2

NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISIONED BY ROCKWELL HOMES TO DESIGN A SUBDIVISION PLAT BEING KNOWN AS IVYWOOD, DIVISION NUMBER 8. THE SUBDIVISION IS LOCATED IN A PARCEL OF LAND AS PURSUANT TO CORPORATION WARRANTY DEED INSTRUMENT NUMBER 1523017. SECTION CORNER CONTROL USED FOR THIS PLAT IS THE NORTHWEST CORNER PURSUANT TO INSTRUMENT NUMBER 1674057 AND THE WEST 1/4 CORNER PURSUANT TO INSTRUMENT NUMBER 1676687. 2004 CITY OF IDAHO FALLS GROUND CONTROL WAS USED FOR SURVEY CONTROL OF THIS PLAT. ALSO CONTROLLING IVYWOOD DIVISION NO. 8, ARE BOUNDARY MONUMENTS FROM IVYWOOD DIVISION NO. 5 PURSUANT TO INSTRUMENT NO. 1778444 AND IVYWOOD DIVISION NO. 7 PURSUANT TO INSTRUMENT NO. 1781771, WHICH CONTROL THE PORTIONS OF THE NORTHERLY AND WESTERLY BOUNDARY.



LEGEND

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

NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. AREA OF PUBLIC RIGHT-OF-WAY DEDICATION = 2.081 ACRES.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS S.00°09'14"W. ALONG THE SECTION LINE 2148.02 FEET AND S.89°50'46"E. 1672.15 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE N.00°12'26"E. 148.30 FEET; THENCE S.89°47'34"E. 16.32 FEET TO A POINT OF CURVE WITH A RADIUS OF 330.00 FEET AND A CHORD BEARING S.88°27 '11"E. 15.43 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 15.43 FEET THROUGH A CENTRAL ANGLE OF 02°40'45"; THENCE N.00°43'57"E. 120.37 FEET; THENCE S.89°47'34"E. 34.98 FEET; THENCE N.20°59'29"E. 211.56 FEET; THENCE S.58°29'29"E. 8.26 FEET; THENCE N.17°11'54"E. 16.29 FEET; THENCE S.72°48'06"E. 119.96 FEET TO A POINT ON A CURVE WITH A RADIUS OF 270.00 FEET AND A CHORD BEARING S.22°54'02"W. 44.54 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 44.59 FEET THROUGH A CENTRAL ANGLE OF 09°27'42"; THENCE S.62°22'07"E. 60.00 FEET; THENCE S.89°31'41"E. 729.28 FEET TO A POINT ON A CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING S.15°45'36"E. 100.12 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 100.26 FEET THROUGH A CENTRAL ANGLE OF 10°10'00"; THENCE S.39°53'52"W. 30.90 FEET; THENCE S.00°28'19"W. 60.00 FEET; THENCE S.89°31'41"E. 17.54 FEET; THENCE S.49°42'39"E. 25.61 FEET TO A POINT OF CURVE WITH A RADIUS OF 635.00 FEET AND A CHORD BEARING S.10°05'15"E. 4.29 FEET; THENCE TO THE LEFT ALONG SAID CURVE 4.29 FEET THROUGH A CENTRAL ANGLE OF 00°23'15"; THENCE N.79°43'07"E. 70.00 FEET TO A POINT ON A CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING N.09°50'03"W. 8.82 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 8.82 FEET THROUGH A CENTRAL ANGLE OF 00°53'40"; THENCE N.09°23'13"W. 13.12 FEET TO THE WEST BOUNDARY LINE OF IVYWOOD DIVISION NUMBER 4, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE ALONG SAID WEST BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°48'22"E. 186.78 FEET; (2) THENCE S.00°11'38"W. 73.93 FEET; THENCE N.89°49'40"W. 170.77 FEET TO A POINT ON A CURVE WITH RADIUS OF 565.00 FEET AND A CHORD BEARING S.17°39'58"E. 37.99 FEET; THENCE TO THE LEFT ALONG SAID CURVE 38.00 FEET THROUGH A CENTRAL ANGLE OF 03°51'12"; THENCE S.70°24'26"W. 70.00 FEET; THENCE N.89°31'41"W. 887.05 FEET; THENCE S.10°11'54"W. 98.03 FEET; THENCE N.79°48'06"W. 60.00 FEET; THENCE N.10°11'54"E. 9.41 FEET; THENCE N.88°39'40"W. 145.68 FEET TO THE POINT OF BEGINNING. CONTAINING 8.167 ACRES

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	100.26'	565.00'	10°10'00"	S15°45'36"E	100.12'
C2	4.29'	635.00'	0°23'15"	S10°05'15"E	4.29'
C3	8.82'	565.00'	0°53'40"	N09°50'03"W	8.82'
C4	38.00'	565.00'	3°51'12"	S17°39'58"E	37.99'
C5	15.43'	330.00'	2°40'45"	S88°27'11"E	15.43'
C6	44.59'	270.00'	9°27'42"	S22°54'02"W	44.54'
C7	61.77'	270.00'	13°06'33"	S24°16'41"W	61.64'
C8	18.44'	330.00'	3°12'04"	N29°13'55"E	18.43'
C9	103.20'	635.00'	9°18'41"	S14°56'13"E	103.08'
C10	47.08'	270.00'	9°59'28"	N84°47'50"W	47.02'
C11	42.11'	330.00'	7°18'43"	N83°27'28"W	42.08'
C12	89.87'	330.00'	15°36'12"	S18°00'00"W	89.59'
C13	28.98'	330.00'	5°01'51"	S28°19'02"W	28.97'
C14	15.08'	270.00'	3°12'04"	N29°13'55"E	15.08'
C15	52.31'	300.00'	9°59'28"	N84°47'50"W	52.25'
C16	108.04'	300.00'	20°38'03"	S20°30'55"W	107.46'
C17	16.76'	300.00'	3°12'04"	N29°13'55"E	16.76'
C18	97.51'	600.00'	9°18'41"	S14°56'13"E	97.40'
C19	53.82'	565.00'	5°27'29"	S13°00'37"E	53.80'

LINE TABLE

SEGMENT	BEARING	LENGTH
L1	S39°53'52"W	30.90'
L2	S00°28'19"W	60.00'
L3	S89°31'41"E	17.54'
L4	S49°42'39"E	25.61'
L5	N79°43'07"E	70.00'
L6	N09°23'13"W	13.12'
L7	S89°47'34"E	16.32'
L8	S89°47'34"E	34.98'
L9	S58°29'29"E	8.26'
L10	N17°11'54"E	16.29'
L11	N50°20'06"E	25.78'
L12	S34°48'06"E	28.28'
L13	S55°11'54"W	28.28'
L14	N35°54'08"W	32.21'
L15	S89°47'34"E	16.32'
L16	S10°11'54"W	26.93'
L17	S30°49'57"W	24.93'

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

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

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

SURVEYED BY:	T. HANSEN
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO.	24119
DATE:	February 7, 2025
CAD NAME:	X_24119 FINAL PLAT.DWG

IVYWOOD DIVISION NO. 8

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

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS IVYWOOD DIVISION NO. 8, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

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

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

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

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

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

ROCKWELL HOMES, INC.

_____

CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

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

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

ROCKWELL HOMES, INC.

_____

CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

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

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

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS IVYWOOD DIVISION NO. 8, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

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

TREASURER'S CERTIFICATE

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

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.
DATE: _____ INSTRUMENT NO. _____

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, IVYWOOD DIVISION NO. 8, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

BASIS OF BEARINGS

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [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.

EXAMINING SURVEYOR'S CERTIFICATE

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

DATE:_____

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

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

CITY'S ACCEPTANCE

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

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

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

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

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

SURVEYED BY:	T. HANSEN
DRAWN BY:	R. JORDAN
APPROVED BY:	K. ROLAND
PROJECT NO.	24119
DATE:	February 7, 2025
CAD NAME:	X_24119 FINAL PLAT.DWG

STAFF REPORT

FINAL PLAT
IVYWOOD DIVISION NO. 8

June 5, 2025

IDAHO FALLS

Community Development Services

Applicant: Eagle Rock Engineering

Owner: Rockwell Homes

Project Manager: David Peterson

Location: Generally, north of W 81st South, east of S 12th West, south of Montezuma St, west of S 9th West.

Size: Approximately 8.167
Lots: 25

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

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

Future Land Use Map:
Suburban

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

Requested Action: To **approve** the final plat for Ivywood Division No. 8 by the Mayor and City Council.

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

Staff Comments: The property is currently R1, Single Dwelling Residential. The final plat includes 25 buildable lots on approximately 8.167 acres of land with a gross density of 3.06 lots per acre.

Access will come from Ivywood Division No. 5 with the extension of Bronson Dr and Lovell Dr. A new street, Belvedere St, will be dedicated connecting Lovell Dr and Bronson Dr. Belvedere St and Lovell Dr are classified as local streets and will be constructed with a 60’ right-of-way. Bronson Dr will be constructed as a residential collector with a 70’ right-of-way. All lots meet the requirements of the Subdivision Ordinance and the standards of the and R1 Zone.

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

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances and recommends approval of Ivywood Division No. 8.

Transportation Plan: Bronson Dr – Residential Collector; Lovell Dr, Belvedere St – Local Streets

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

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

Zoning Ordinance:

11-3-5: PURPOSE OF RESIDENTIAL ZONES

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

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

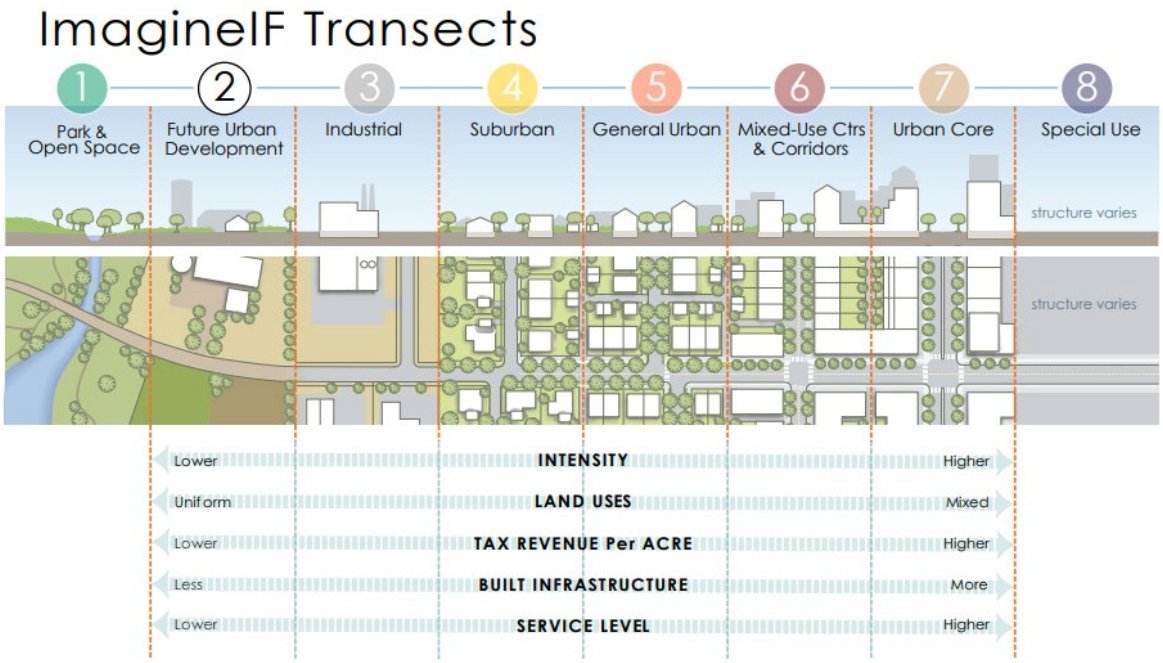
Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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

Comprehensive Plan Land Use

Transects: pg. 60-70





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

December 3, 2024 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Marsha McDaniel, Arnold Cantu.

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

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

MINUTES: Ihler moved to accept the minutes of November 12, 2024, Storer seconded the motion. The motion passed unanimously.

Business:

3. PLAT 24-052: FINAL PLAT FOR Ivywood Division No. 8.

Applicant: Neil Humphreys, Eagle Rock Engineering, 1331 Fremont Ave. Idaho Falls, Idaho.
Humphreys stated that this is a continuation of Ivywood Subdivision. This subdivision is dependent upon Division 5, which provides the backbone. This division is 8 acres, Zoned R1 single family, with 25 buildable lots.

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

Scott moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Division No. 8. Meehan seconded the motion. Ogden called for roll call vote: Storer, yes; Ihler, yes; Ogden, yes; Meehan, yes; Scott, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF IVYWOOD DIVISION NO. 8 GENERALLY LOCATED NORTH OF W 81st SOUTH, EAST OF S 12TH WEST, SOUTH OF MONTEZUMA ST, AND WEST OF S 9TH WEST.

WHEREAS, the applicant filed an application for a final plat on October 14, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on December 3, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 5, 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 comprises 8.167 acres of land, generally located north of W 81st South, east of S 12th West, south of Montezuma St, and west of S 9th West.
3. The final plat includes 25 buildable lots.
4. Access to the subdivision will come from Montezuma St through Ivywood Division No. 5.
5. The final plat includes the extension of Bronson Dr as a residential collector and the extension of Lovell Dr as a local street. Belvedere St will be classified as a local street.
6. The Comprehensive Plan designates this area as Suburban.
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 R1, Single 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 THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

DEVELOPMENT AGREEMENT
IVYWOOD DIVISION NO. 8

This DEVELOPMENT AGREEMENT IVYWOOD DIVISION NO. 8 ("AGREEMENT"), made this _____ day of _____, 2025, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ROCKWELL HOMES, INC, ("DEVELOPER"), whose mailing address is 3539 Briarcreek Lane, Suite E, Ammon, Idaho 83406.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER. All fees owed by DEVELOPER are due and payable upon execution of this AGREEMENT unless otherwise specified.

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

_____
Emily Geisler, City Clerk

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

ROCKWELL HOMES, INC.

By _____
Curtis Johnson, Vice-President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 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 21 day of April, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Curtis Johnson, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

SPENCER REEVES Exp. 09/6/2030 NOTARY PUBLIC Comm. No. 20243365 STATE OF IDAHO

(Seal)

Notary Public of Idaho
Residing at: Iona, ID
My Commission Expires: 9/6/2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
IVYWOOD DIVISION NO. 8

BEGINNING AT A POINT THAT IS S.00°09'14"W. ALONG THE SECTION LINE 2148.02 FEET AND S.89°50'46"E. 1672.15 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE N.00°12'26"E. 148.30 FEET; THENCE S.89°47'34"E. 16.32 FEET TO A POINT OF CURVE WITH A RADIUS OF 330.00 FEET AND A CHORD BEARING S.88°27 '11"E. 15.43 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 15.43 FEET THROUGH A CENTRAL ANGLE OF 02°40'45"; THENCE N.00°43'57"E. 120.37 FEET; THENCE S.89°47'34"E. 34.98 FEET; THENCE N.20°59'29"E. 211.56 FEET; THENCE S.58°29'29"E. 8.26 FEET; THENCE N.17°11'54"E. 16.29 FEET; THENCE S.72°48'06"E. 119.96 FEET TO A POINT ON A CURVE WITH A RADIUS OF 270.00 FEET AND A CHORD BEARING S.22°54'02"W. 44.54 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 44.59 FEET THROUGH A CENTRAL ANGLE OF 09°27'42"; THENCE S.62°22'07"E. 60.00 FEET; THENCE S.89°31'41"E. 729.28 FEET TO A POINT ON A CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING S.15°45'36"E. 100.12 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 100.26 FEET THROUGH A CENTRAL ANGLE OF 10°10'00"; THENCE S.39°53'52"W. 30.90 FEET; THENCE S.00°28'19"W. 60.00 FEET; THENCE S.89°31'41"E. 17.54 FEET; THENCE S.49°42'39"E. 25.61 FEET TO A POINT OF CURVE WITH A RADIUS OF 635.00 FEET AND A CHORD BEARING S.10°05'15"E. 4.29 FEET; THENCE TO THE LEFT ALONG SAID CURVE 4.29 FEET THROUGH A CENTRAL ANGLE OF 00°23'15"; THENCE N.79°43'07"E. 70.00 FEET TO A POINT ON A CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING N.09°50'03"W. 8.82 FEET; THENCE TO THE RIGHT ALONG SAID CURVE 8.82 FEET THROUGH A CENTRAL ANGLE OF 00°53'40"; THENCE N.09°23'13"W. 13.12 FEET TO THE WEST BOUNDARY LINE OF IVYWOOD DIVISION NUMBER 4, A SUBDIVISION 0F THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE ALONG SAID WEST BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°48'22"E. 186.78 FEET; (2) THENCE S.00°11'38"W. 73.93 FEET; THENCE N.89°49'40"W. 170.77 FEET TO A POINT ON A CURVE WITH RADIUS OF 565.00 FEET AND A CHORD BEARING S.17°39'58"E. 37.99 FEET; THENCE TO THE LEFT ALONG SAID CURVE 38.00 FEET THROUGH A CENTRAL ANGLE OF 03°51'12"; THENCE S.70°24'26"W. 70.00 FEET; THENCE N.89°31'41"W. 887.05 FEET; THENCE S.10°11'54"W. 98.03 FEET; THENCE N.79°48'06"W. 60.00 FEET; THENCE N.10°11'54"E. 9.41 FEET; THENCE N.88°39'40"W. 145.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.167 ACRES

EXHIBIT "B"
SPECIAL CONDITIONS

IVYWOOD DIVISION NO. 8

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

S.C. 2.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Seventeen Thousand Five Hundred Twenty-Eight Dollars and Thirty-Five Cents ($17,528.35) 5747 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

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

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision.

Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 6.00 Offsite Public Improvements This Subdivision requires the design and construction of public improvements (Roadway, water, sanitary sewer, storm sewer) in Ivywood Division No. 5. These public improvements are currently planned to be constructed by DEVELOPER for Ivywood Division No. 5. The public improvements for Ivywood Division No. 5 shall be installed and accepted by CITY prior to issuance of building permits for Ivywood Division No. 8, or DEVELOPER shall provide Financial Guarantee for both Division No. 5 and Division No. 6 prior to issuance of building permits. No Certificate of Occupancy shall be issued until improvement within Division No. 5 and Division No. 8 are accepted by CITY.

Memorandum

File #: 25-280 **City Council Meeting**

FROM: Wade Sanner, Director
DATE: Friday, May 23, 2025
DEPARTMENT: Community Development Services

Subject
Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 10.

Council Action Desired
☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 10 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept or Approve the Final Plat for Ivywood Division No. 10 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 10 and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 10. The Planning and Zoning Commission considered this item at its January 7, 2025, 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 was reviewed by the Legal Department and found to be consistent with applicable law.

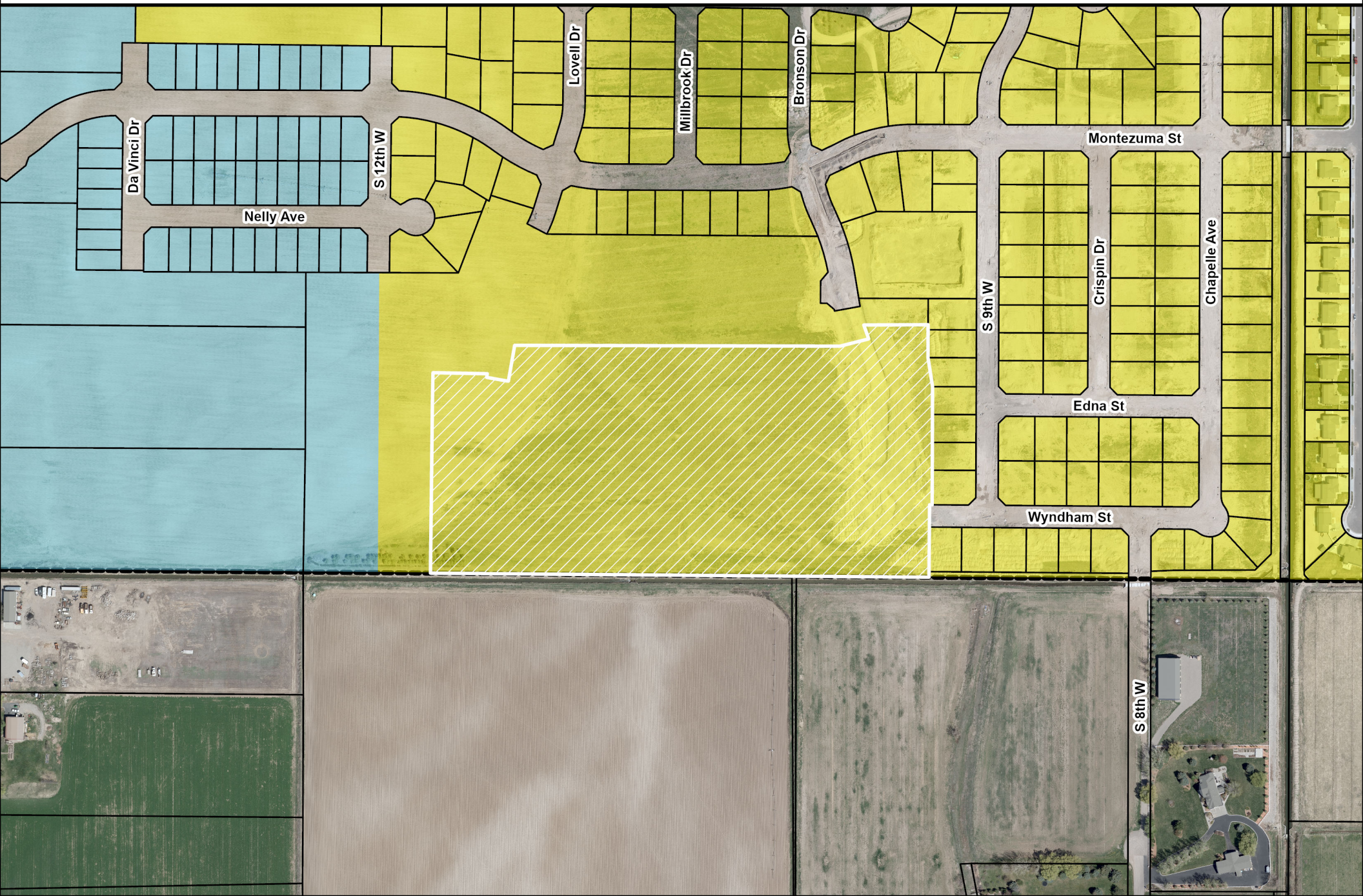
Zoning

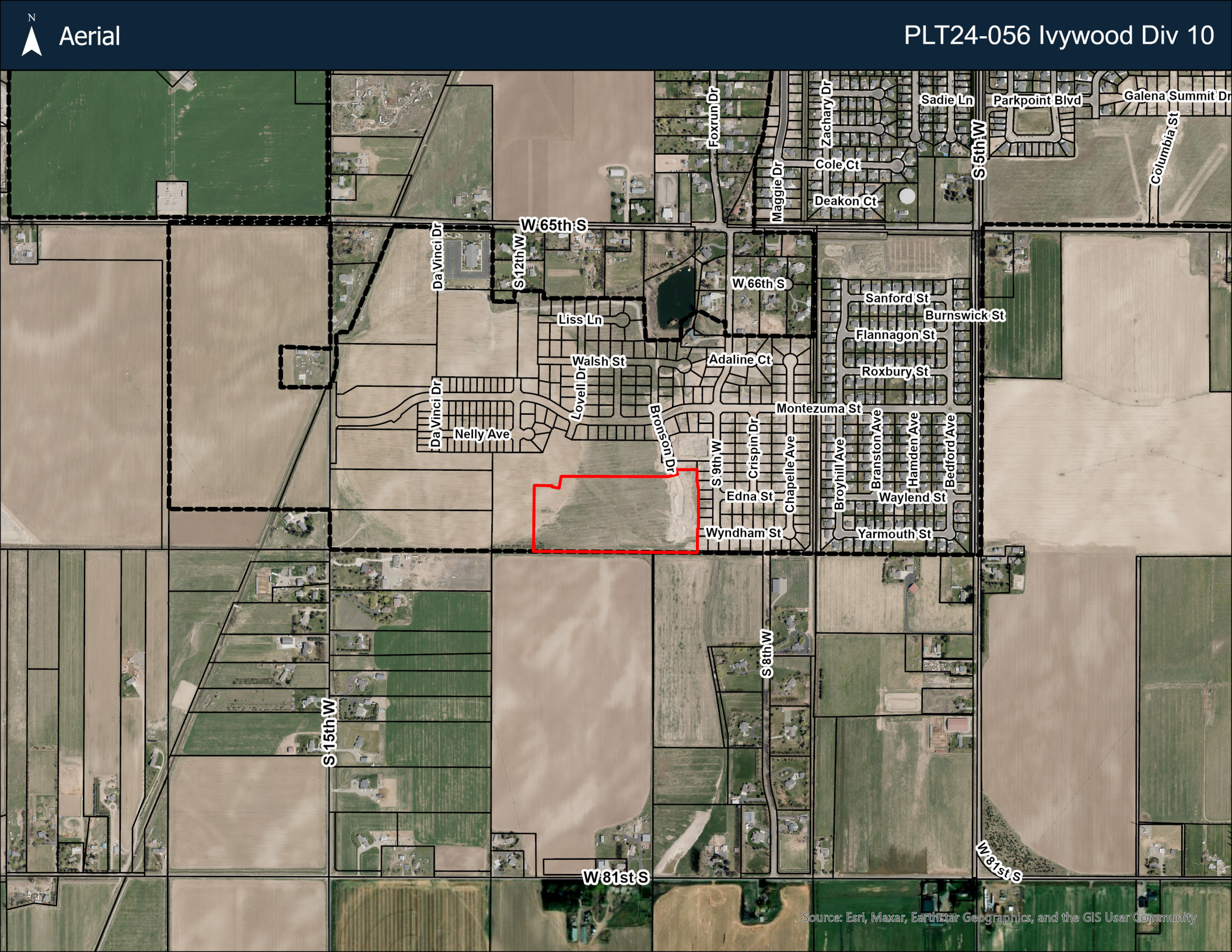
PLT24-056 Ivywood Div 10

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

RP R2 RMH R3A CC HC LM P

N




Aerial
PLT24-056 Ivywood Div 10
N
Foxrun Dr
Maggie Dr
Zachary Dr
Sadie Ln
Parkpoint Blvd
Galena Summit Dr
Columbia St
S 5th W
Cole Ct
Deakon Ct
W 65th S
Da Vinci Dr
S 12th W
W 66th S
Liss Ln
Walsh St
Adaline Ct
Lovell Dr
Sanford St
Burnswick St
Flannagon St
Roxbury St
Montezuma St
Nelly Ave
Bronson Dr
S 9th W
Crispin Dr
Chapelle Ave
Edna St
Wyndham St
Broyhill Ave
Branston Ave
Hamden Ave
Bedford Ave
Waylend St
Yarmouth St
S 8th W
S 15th W
W 81st S
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

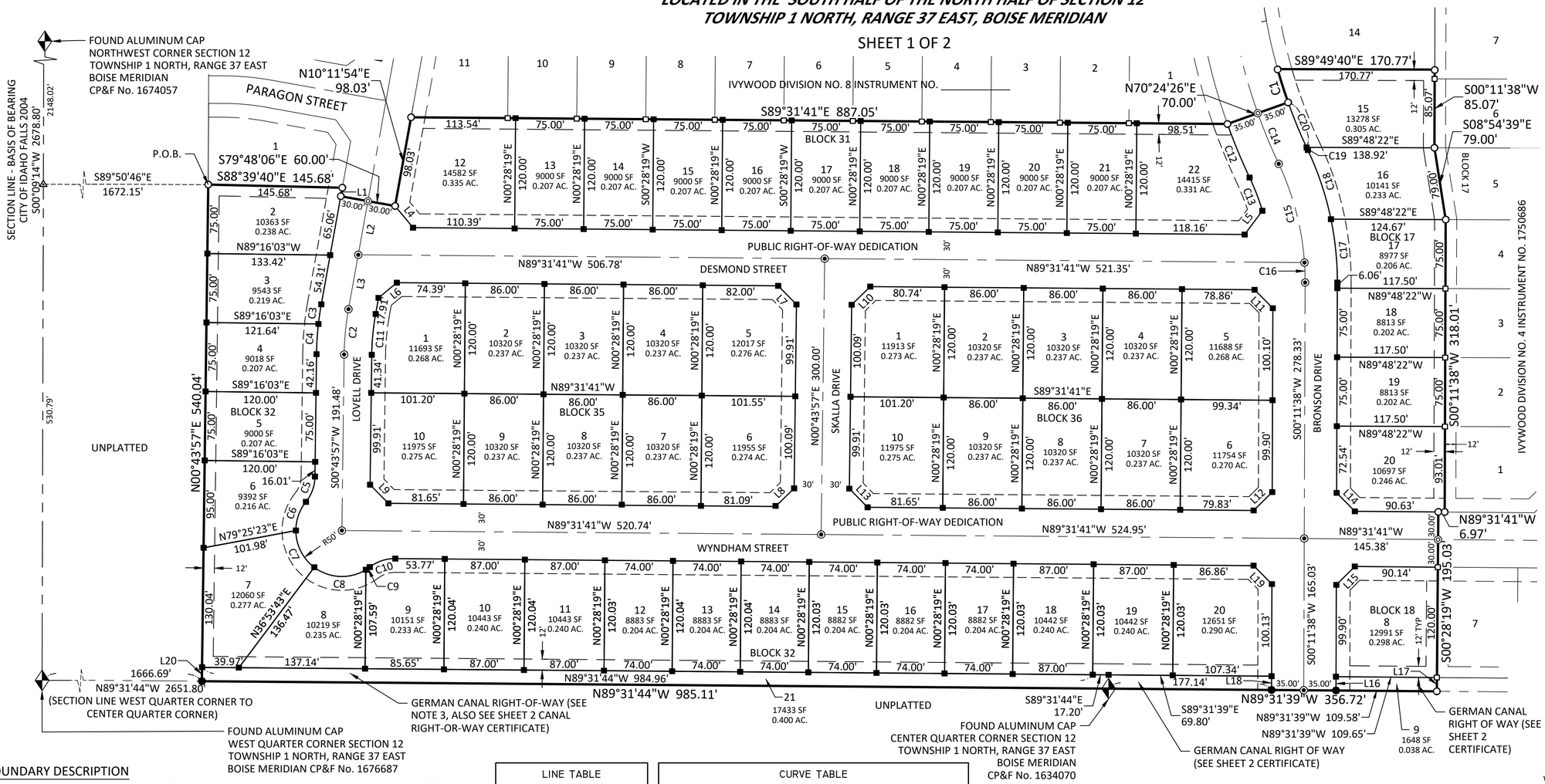
NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. AREA OF PUBLIC RIGHT-OF-WAY DEDICATION = 4.834 ACRES.
3. LOT 9 BLOCK 18 AND LOT 21 BLOCK 32 ARE NON-BUILDABLE LOTS AND SAID LOTS ARE SUBJECT TO CANAL RIGHT-OF-WAY AS DEFINED BY I.C. §42-1102 AND LISTED IN THE CANAL RIGHT-OF-WAY CERTIFICATE.

IVYWOOD DIVISION No. 10

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

SHEET 1 OF 2



BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS S.00°09'14"W. ALONG THE SECTION LINE 2148.02 FEET AND S.89°50'46"E. 1672.15 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.88°39'40"E. 145.68 FEET; THENCE S.10°11'54"W. 9.41 FEET; THENCE S.79°48'06"E. 60.00 FEET; THENCE N.10°11'54"E. 98.03 FEET; THENCE S.89°31'41"E. 887.05 FEET; THENCE N.70°24'26"E. 70.00 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING N.17°39'58"W. 37.99 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 38.00 FEET THROUGH A CENTRAL ANGLE OF 03°51'12"; THENCE S.89°49'40"E. 170.77 FEET TO THE WEST BOUNDARY LINE OF IVYWOOD, DIVISION NUMBER 4, A SUBDIVISION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.00°11'38"W. 85.07 FEET; (2) THENCE S.08°54'39"E. 79.00 FEET; (3) THENCE S.00°11'38"W. 318.01 FEET; (4) THENCE N.89°31'41"W. 6.97 FEET; (5) THENCE S.00°28'19"W. 195.03 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 12; THENCE N.89°31'39"W. ALONG SAID EAST-WEST CENTER SECTION LINE 356.72 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE N.89°31'44"W. ALONG SAID EAST-WEST CENTER SECTION LINE 985.11 FEET; THENCE N.00°43'57"E. 540.04 FEET TO THE POINT OF BEGINNING, CONTAINING 18.816 ACRES.

NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISIONED BY ROCKWELL HOMES INC. TO DESIGN A SUBDIVISION PLAT BEING KNOWN AS IVYWOOD, DIVISION NUMBER 10. THE SUBDIVISION IS LOCATED IN A PARCEL OF LAND PURSUANT TO CORPORATION WARRANTY DEED INSTRUMENT NUMBER 1523017. SECTION CORNER CONTROL USED FOR THIS PLAT IS THE NORTHWEST CORNER PURSUANT TO INSTRUMENT NUMBER 1674057 AND THE WEST 1/4 CORNER PURSUANT TO INSTRUMENT NUMBER 1676687. ALSO CONTROLLING IVYWOOD, DIVISION NUMBER 10 ARE BOUNDARY MONUMENTS FROM IVYWOOD, DIVISION NUMBER 4 PURSUANT TO INSTRUMENT NUMBER 1750686 ALONG THE EAST BOUNDARY LINE OF IVYWOOD, DIVISION NUMBER 10. IVYWOOD, DIVISION NUMBER 8 PURSUANT TO INSTRUMENT NUMBER_____ ADJOINS ON THE NORTH WITH THE FOUND MONUMENTS CONTROLLING THE BOUNDARY LINE. ALL MONUMENTS FOUND ARE FROM FIELD OBSERVATIONS AND CONTROL THE NEW BOUNDARY LINES. THE EAST-WEST CENTER SECTION LINE BETWEEN THE EAST 1/4 CORNER AND THE WEST 1/4 CORNER CONTROLS THE SOUTH BOUNDARY LINE WITH THE CENTER 1/4 CORNER BEING AN ANGLE POINT ON THE EAST-WEST SECTION LINE AS SHOWN ON IVYWOOD, DIVISION NUMBER 10 PLAT. 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) U.S. SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION , (REFERENCE FRAME NAD_83 (2001), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	S10°11'54"W	9.41'
L2	S10°11'54"W	59.30'
L3	S10°11'54"W	60.07'
L4	N39°39'54"W	30.58'
L5	S36°47'21"W	32.23'
L6	S50°20'06"W	25.78'
L7	N44°23'52"W	28.35'
L8	N45°36'08"E	28.22'
L9	S44°23'52"E	28.35'
L10	S45°36'08"W	28.22'
L11	N44°40'02"W	28.22'
L12	N45°19'59"E	28.35'
L13	S44°23'52"E	28.35'
L14	N44°39'58"W	28.22'
L15	S45°19'59"W	28.35'
L16	S00°11'38"W	15.03'
L17	N00°28'19"E	15.03'
L18	S00°11'40"W	15.00'
L19	N44°40'01"W	28.22'
L20	N00°43'57"E	15.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	38.00'	565.00'	3°51'12"	N17°39'58"W	37.99'
C2	49.56'	300.00'	9°27'57"	S05°27'55"W	49.51'
C3	21.63'	330.00'	3°45'17"	N08°19'15"E	21.62'
C4	32.89'	330.00'	5°42'40"	N03°35'17"E	32.88'
C5	29.74'	45.00'	37°51'49"	N19°39'52"E	29.20'
C6	33.73'	50.00'	38°38'46"	N19°16'23"E	33.09'
C7	46.30'	50.00'	53°03'17"	N26°34'39"W	44.66'
C8	59.63'	50.00'	68°20'04"	N87°16'19"W	56.16'
C9	5.19'	50.00'	5°57'09"	S55°35'04"W	5.19'
C10	29.74'	45.00'	37°51'44"	S71°32'22"W	29.20'
C11	44.61'	270.00'	9°27'57"	S05°27'55"W	44.56'
C12	62.99'	635.00'	5°41'02"	S22°26'05"E	62.97'
C13	38.77'	265.00'	8°22'58"	S21°05'07"E	38.74'
C14	59.52'	600.00'	5°41'02"	S22°26'05"E	59.50'
C15	111.67'	300.00'	21°19'40"	N14°36'46"W	111.03'
C16	21.69'	300.00'	4°08'34"	N01°52'39"W	21.69'
C17	69.43'	335.00'	11°52'32"	N05°44'38"W	69.31'
C18	79.49'	335.00'	13°35'42"	N18°28'45"W	79.30'
C19	3.18'	565.00'	0°19'20"	S25°06'56"E	3.18'
C20	52.87'	565.00'	5°21'42"	S22°16'25"E	52.85'

LEGEND

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

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

N
W E
S

80' 40' 0 80'
SCALE: 1" = 80'

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

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

SURVEYED BY:	A. SNARR
DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24120
DATE:	March 11, 2025
CAD NAME:	X_24120 FINAL PLAT.DWG

IVYWOOD DIVISION No. 10

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

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS IVYWOOD DIVISION NO. 10, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

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

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

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

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

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

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

DRINKING WATER SYSTEM CERTIFICATE

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

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

ROCKWELL HOMES, INC.

_____
CURTIS JOHNSON, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

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

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

_____
NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS IVYWOOD DIVISION NO. 10, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.



TREASURER'S CERTIFICATE

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

DATE:_____ _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.
DATE: _____ INSTRUMENT NO. _____

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

_____ _____
ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

CITY'S ACCEPTANCE

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

_____ _____
MAYOR CITY CLERK

_____ _____
CITY ENGINEER CITY SURVEYOR
JONATHAN W. KNOWLES, PE 14787 KENNETH BALDWIN ROBERTS, PLS 9755

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT, IVYWOOD DIVISION NO. 10, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

_____DATE_____
BONNEVILLE COUNTY RECORDER

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.

BASIS OF BEARINGS

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

EXAMINING SURVEYOR'S CERTIFICATE

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

DATE:_____

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

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

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

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

SURVEYED BY:	A. SNARR
DRAWN BY:	M. PATZER
APPROVED BY:	K. ROLAND
PROJECT NO.	24120
DATE:	March 11, 2025
CAD NAME:	X_24120 FINAL PLAT.DWG

STAFF REPORT

FINAL PLAT
IVYWOOD DIVISION NO. 10

June 5, 2025

IDAHO FALLS

Community Development Services

Applicant: Eagle Rock Engineering

Owner: Rockwell Homes

Project Manager: David Peterson

Location: Generally, north of W 81st South, east of S 12th West, south of Montezuma St, west of S 9th West.

Size: Approximately 18.816
Lots: 59

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

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

Future Land Use Map:
Suburban

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

Requested Action: To **approve** the Final Plat for Ivywood Division No. 10 by the Mayor and City Council.

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

Staff Comments: The property is currently zoned R1, Single Dwelling Residential. The final plat includes 2 non-buildable lots and 57 buildable lots on approximately 18.816 acres of land with a gross density of 3.03 lots per acre. Lot 9, Block 18, and Lot 21, Block 32 are non-buildable and are designated for canal ROW along the south property line.

Access will come from Ivywood Division No. 8 with the extension of Bronson Dr and Lovell Dr. The plat will also be accessed with the extension of Wyndham St from the east. Desmond St and Faust Dr are new connecting streets internal to this division. Bronson Dr will be constructed as a residential collector with a 70’ right-of-way and will stub to the county property south of the German Canal. All other streets will be local streets with a 60’ right-of-way. All lots meet the requirements of the Subdivision Ordinance and the standards of the and R1 Zone.

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

Staff Recommendation: Staff has reviewed the final plat and finds that it is consistent with the Comprehensive Plan and complies with the Subdivision and Zoning ordinances and recommends approval of Ivywood Division No. 10.

Transportation Plan: Bronson Dr – Residential Collector; Lovell Dr, Wyndham St, Desmond St, Faust Dr – Local Streets

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

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

Section 10-1-9A

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

Zoning Ordinance:

11-3-5: PURPOSE OF RESIDENTIAL ZONES

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

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

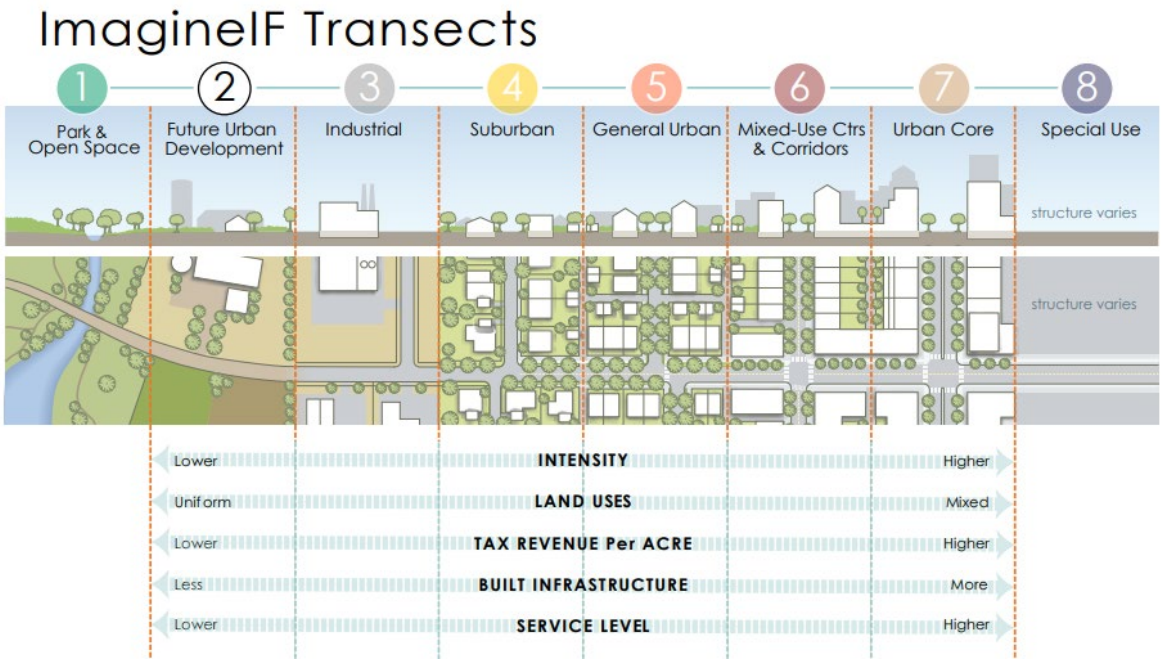
Table 11-3-1: Dimensional Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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

Comprehensive Plan Land Use

Transects: pg. 60-70





4. **Suburban**

Snapshot: The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

Local examples: Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

January 7 2025 7:00 p.m. Planning Department

City Annex Council Chambers

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

MEMBERS ABSENT: Marsha McDaniel.

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

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

ELECTION OF OFFICERS: Ogden asked if there are any nominations for officers.

Scott nominated Ogden for Chair and Ihler for Vice Chair. Storer seconded the nomination. Ogden asked for a voice vote. The nomination passed unanimously.

MINUTES: Scott moved to accept the minutes of December 3 2024, Ihler seconded the motion. The motion passed unanimously.

Business:

3. PLAT 24-056: FINAL PLAT FOR Ivywood Division No. 10.

Applicant: Not Present.

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

Scott moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Division No. 10. Meehan seconded the motion. Ogden called for roll call vote: Cantu, yes; Storer, yes; Ihler, yes; Ogden, yes; Meehan, yes; Scott, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE FINAL PLAT OF IVYWOOD DIVISION NO. 10 GENERALLY LOCATED NORTH OF W 81ST SOUTH, EAST OF S 12TH WEST, SOUTH OF MONTEZUMA ST, AND WEST OF S 9TH WEST.

WHEREAS, the applicant filed an application for a final plat on November 7, 2024; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 7, 2025; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 5, 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 comprises 18.816 acres of land, generally located north of W 81st South, east of S 12th West, south of Montezuma St, and west of S 9th West.
3. The final plat includes 57 buildable lots.
4. Access to the subdivision will come from Bronson Dr and Lovell Dr to the north and Wyndham St to the east.
5. The final plat includes the extension of Bronson Dr as a residential collector and the extensions of Lovell Dr and Wyndham St as local streets. Desmond St and Faust Dr will be classified as local streets.
6. The Comprehensive Plan designates this area as Suburban.
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 R1, Single 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 THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2025

_____

Rebecca L. Noah Casper - Mayor

DEVELOPMENT AGREEMENT
IVYWOOD DIVISION NO. 10

This DEVELOPMENT AGREEMENT IVYWOOD DIVISION NO. 10 ("AGREEMENT"), made this _____ day of _____, 2025, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ROCKWELL HOMES, INC, ("DEVELOPER"), whose mailing address is 3539 Briarcreek Lane, Suite E, Ammon, Idaho 83406.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required

herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto.

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines,

storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the

construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision

within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER. All fees owed by DEVELOPER are due and payable upon execution of this AGREEMENT unless otherwise specified.

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

_____
Emily Geisler, City Clerk

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

ROCKWELL HOMES, INC.

By _____
Curtis Johnson, Vice-President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____day of _____, 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 21 day of April, 2025, before me, the undersigned, a notary public, in and for said State, personally appeared Curtis Johnson, known or identified to me to be an authorized signator and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said developer.

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

SPENCER REEVES NOTARY PUBLIC STATE OF IDAHO Exp. 09/6/2030 Comm. No. 20243365
(Seal)

_____
Notary Public of Idaho
Residing at: Iona, ID
My Commission Expires: 9/6/2030

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION
IVYWOOD DIVISION NO. 10

BEGINNING AT A POINT THAT IS S.00°09'14"W. ALONG THE SECTION LINE 2148.02 FEET AND S.89°50'46"E. 1672.15 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S.88°39'40"E. 145.68 FEET; THENCE S.10°11'54"W. 9.41 FEET; THENCE S.79°48'06"E. 60.00 FEET; THENCE N.10°11'54"E. 98.03 FEET; THENCE S.89°31'41"E. 887.05 FEET; THENCE N.70°24'26"E. 70.00 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 565.00 FEET AND A CHORD BEARING N.17°39'58"W. 37.99 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 38.00 FEET THROUGH A CENTRAL ANGLE OF 03°51'12"; THENCE S.89°49'40"E. 170.77 FEET TO THE WEST BOUNDARY LINE OF IVYWOOD, DIVISION NUMBER 4, A SUBDIVISION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.00°11'38"W. 85.07 FEET; (2) THENCE S.08°54'39"E. 79.00 FEET; (3) THENCE S.00°11'38"W. 318.01 FEET; (4) THENCE N.89°31'41"W. 6.97 FEET; (5) THENCE S.00°28'19"W. 195.03 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 12; THENCE N.89°31'39"W. ALONG SAID EAST-WEST CENTER SECTION LINE 356.72 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE N.89°31'44"W. ALONG SAID EAST-WEST CENTER SECTION LINE 985.11 FEET; THENCE N.00°43'57"E. 540.04 FEET TO THE POINT OF BEGINNING,

CONTAINING 18.816 ACRES.

EXHIBIT "B"
SPECIAL CONDITIONS

IVYWOOD DIVISION NO. 10

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

S.C. 2.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Forty-One Thousand Seven Hundred Thirty-Three Dollars and Sixty-Five Cents ($41,885.65) 13,733 square yards at $3.05 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

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

S.C. 4.00 Construction of Idaho Falls Power and Idaho Falls Fiber Infrastructure. DEVELOPER shall, at DEVELOPER's sole expense, install all power infrastructure as described and illustrated on the Idaho Falls Power approved and signed contractor's map provided and reviewed by Idaho Falls Power. All power infrastructure installation shall conform with Idaho Falls Power's service policy. Typical power trench installation shall have a warranty of workmanship of one (1) year beginning at the time of CITY's final acceptance. However, if power infrastructure is installed during winter conditions (where frost is evident in the ground and backfill has the potential to be frozen earth) the warranty of workmanship shall be extended to two (2) full years beginning at the time of CITY's final acceptance. DEVELOPER shall incur all costs associated with Idaho Falls Power/Idaho Falls Fiber crews removing infrastructure in order to remedy settling. This includes, but is not limited to, all settlement of trenching, transformer bases, fiber boxes, and/or conduit separation.

S.C. 5.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of landscaping and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision.

Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

S.C. 6.00 Offsite Public Improvements This Subdivision requires the design and construction of public improvements (Roadway, water, sanitary sewer, storm sewer) in Ivywood Division No. 5 and Ivywood Division No. 8. These public improvements are currently planned to be constructed by DEVELOPER for Ivywood Division No. 5 and Ivywood Division No. 8. The public improvements for Ivywood Division No. 5 and Ivywood Division No. 8 shall be installed and accepted by CITY prior to issuance of building permits for Ivywood Division No. 10, or DEVELOPER shall provide Financial Guarantee for both Division No. 5, Division No. 8, and Division No. 10 prior to issuance of building permits. No Certificate of Occupancy shall be issued until improvement within Division No. 5, Division No. 8, and Division No. 10 are accepted by CITY.