



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, May 13, 2021

7:30 PM

City Council Chambers

Thank you for your interest in City Government. In response to the COVID-19 crisis, and in compliance with the Idaho Rebounds Stage 3 Order, which recommends avoidance of public gatherings, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. The City believes strongly in public participation and has therefore identified the following ways to participate in this meeting:

General Meeting Participation.

1. Livestream on the Internet. The public may view the meeting at www.idahofallsidaho.gov. Meetings are also archived for later viewing on the City's website.
2. Email. Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at <https://www.idahofallsidaho.gov/398/City-Council>.
3. In-person attendance. The public may view the meeting from the Council Chambers, or, if the Chambers are full, via livestream in a nearby room. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers. Such seating is available on a first-come, first-served basis. We request that citizens wear face masks for the protection of others.

Official Public Hearing Participation.

Members of the public wishing to participate in a public hearing noticed on this agenda may do so. Public testimony on an agenda item will be taken only for public hearings indicated on this agenda. Please note that not all meeting agenda items include a public hearing or the opportunity for public comment.

1. Written Public Hearing Testimony. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofallsidaho.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 4:00 p.m. the date of the hearing.
2. Remote Public Hearing Testimony. The public may provide live testimony remotely via the WebEx meeting platform with a phone or a computer. This platform will allow citizens to provide hearing testimony at the appropriate time. Those desiring public hearing access MUST send a valid and accurate email address to VirtualAttend@idahofallsidaho.gov no later than 4:00 p.m. the day of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing you wish to offer testimony.
3. In-person Testimony. Live testimony will be received in the Council Chambers at the appropriate time throughout the meeting. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers. Such seating is available on a first-come, first-served basis. We request that citizens wear face masks for the protection of others.

Please be aware that an amendment to this agenda may be made in the meeting upon passage of a motion that states the reason for the amendment and the good faith reason why the desired change was not included in the original agenda posting. All regularly scheduled City Council Meetings are live-streamed and then archived on the city website (barring electronic failure). If communication aids, services or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or the ADA Coordinator Lisa Farris at 208-612-8323 as soon as possible so they can seek to accommodate your needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

Temporarily suspended.

4. **Consent Agenda.**

Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.

A. Mayor's Office

- 1) **Appointments to City Boards, Commissions, and Committees** **21-113**

Attached please find communication from Community Development Services Director, Brad Cramer regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

Name	Board	Term Expires
Don Ormond	Idaho Falls Board of Appeals	12/31/23
Mark Andrus	Idaho Falls Board of Appeals	12/31/23
Joseph Belloff	Idaho Falls Board of Appeals	12/31/23
George Klomp	Idaho Falls Board of Appeals	12/31/23
Jonathan Gallup	Idaho Falls Board of Appeals	12/31/23
Jim Anglin	Idaho Falls Board of Appeals	12/31/23
Ted Sermon	Idaho Falls Board of Appeals	12/31/23
Max Mora	Idaho Falls Board of Appeals	12/31/12
Hugh Staiger	Idaho Falls Board of Appeals	12/31/23
Brent Conan	Idaho Falls Board of Appeals	12/31/23
Hugh O'Donnell	Idaho Falls Board of Appeals	12/31/23
Dale Johnson	Idaho Falls Board of Appeals	12/31/23
Mike Baumforth	Idaho Falls Board of Appeals	12/31/23
Ben Hix	Idaho Falls Board of Appeals	12/31/23
Bryce Hill	Idaho Falls Board of Appeals	12/31/23
Carl Passino	Idaho Falls Board of Appeals	12/31/23
Mike Jensen	Idaho Falls Board of Appeals	12/31/23
Nathan Gallup	Idaho Falls Board of Appeals	12/31/23
Fred Bunce	Idaho Falls Board of Appeals	12/31/23
Matt Bradley	Idaho Falls Board of Appeals	12/31/23

These individuals have been screened by Building Official Reggie Fuller and subsequently recommended by Director Cramer. I too have reviewed the information provided and I am confident these individuals meet the criteria set forth in the city code. I anticipate they will make positive contributions to the good work of the city.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday, May 13, 2021.

If you have questions or comments, please feel free to contact me or Director Cramer.

Attachments: Appeals Memo.pdf

2) Appointments to City Boards, Commissions, and Committees 21-126

Attached please find communication from Community Development Services Director, Brad Cramer regarding the citizen volunteers I am appointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

Name	Board	Term Expires
Julie Anglesey	Historic Preservation Commission	12/31/24
Katherine Heiser	Historic Preservation Commission	12/31/24
Tasha Taylor	Historic Preservation Commission	12/31/24

These applicants have been screened and subsequently recommended by Director Cramer. I have reviewed the applications and have met with the recommended applicants by phone. I am confident these individuals meet the criteria set forth in city code, and I anticipate each will make positive contributions to the good work of the city.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday, May 13, 2021.

If you have questions or comments, please feel free to contact me or Director Cramer.

Attachments: HPC_Memo.pdf

B. Idaho Falls Power

1) IFP Hydropower Generation Insurance Policy Renewal 21-112

This policy provides insurance for the City's hydropower generation facilities. The attached policy, EUTN18225293, was the best commercially available policy presented to IFP's generation plant insurance broker, Marsh Wortham (an American Public Power Association (APPA) preferred insurance broker).

Attachments: 2021-5-4 Hydro Insurance 2021-22

2) IF21-30 IFP 2021 Microduct Installation Services Agreement 21-111

Idaho Falls Fiber (IFF) has the need for a significant amount of microduct services for FY2021. Microduct needs are intermittent throughout the fiber buildout and it is imperative that when needed, these services are performed in a timely manner so as to not delay the total project. For this reason, a single contractor is not in the best interest of IFF or its customers. IFF solicited formal bids for these services with bid IF 21-30 where B. Jackson Construction, LLC and Yard Butler were the lowest responsive, responsible bidders. Approval of these agreements will allow IFF to contract for services on an as-needed basis for the best pricing and specific service.

Attachments: IF-21-30 IFP 2021 Micro Duct Installation Services Agreement

- 3) Idaho Falls Power Board Meeting Minutes - March 2021 **21-116**
The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all of its meetings.

Attachments: 2021 0325 IFP Board Meeting minutes

C. Public Works

- 1) Bid Award - Hughes Addition Water Line Improvements **21-118**
On Tuesday, May 4, 2021, bids were received and opened for the Hughes Addition Water Line Improvements project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to replace approximately 4,000 linear feet of waterlines, water services, and complete roadway reconstruction.

Attachments: 2021 - Bid Award - Hughes Addition Water Line Improvements.pdf

- 2) Bid Award - Sewer Line Rehabilitation - 2021 **21-121**
On Tuesday, May 4, 2021, bids were received and opened for the Sewer Line Rehabilitation - 2021 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to line approximately 3,500 linear feet of sewer line, reconnect over 70 service lines, and cut protruding services.

Attachments: 2021 - Bid Award - Sewer Line Rehabilitation - 2021.pdf

- 3) Bid Award - Thermoplastic - 2021 **21-122**
On Thursday, May 6, 2021, bids were received and opened for the Thermoplastic Citywide - 2021 project. A single bid was received and the bid tabulation is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to place approximately 11,500 square feet of thermoplastic pavement markings on various city streets.

Attachments: 2021 - Bid Award - Thermoplastic - 2021.pdf

- 4) Bid Award - North Highland Park Concrete Improvements - 2021 **21-123**
On Thursday, May 6, 2021, bids were received and opened for the North Highland Park Concrete Improvements - 2021 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to install approximately 650 square yards of concrete sidewalk along Elmore Avenue in Highland Park.

Attachments: 2021 - Bid Award - North Highland Park Concrete Improvements - 2021.pdf

D. Municipal Services

- 1) Bid IF-21-26, Purchase of Fiber Inventory for Idaho Falls Power **21-109**
On April 22, 2021, Bid IF-21-26, the City Council approved a partial fiber inventory bid award.

Idaho Falls Power held the award of certain items pending further engineering analysis to ensure the products that were bid met utility specifications. Upon review they do meet requirements and we recommend awarding the bids for items 5-10 and 14 -18 from IF-21-26 bid. Staff now seeks approval to award these items to the lowest responsive and responsible bidders for a total of \$726,030.00.

2) Treasurer's Report for March 2021 21-105

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending March 2021, total cash, and investments total \$146.2M. Total receipts received and reconciled to the general ledger were reported at \$16.7M, which includes revenues of \$13.5M and interdepartmental transfers of \$3.2M. Total disbursements reconciled to the general ledger were reported at \$19.2M, which includes salary and benefits of \$5.4M, operating costs of \$10.6M and interdepartmental transfers of \$3.2M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$133.6M.

Attachments: MS_March 2021 Treasurers Report.pdf

3) Minutes from Council Meetings 21-115

April 19, 2021 City Council Work Session; and April 22, 2021 City Council Meeting.

Attachments: 20210419 Work Session - Unapproved.pdf
20210422 Council Meeting - Unapproved.pdf

4) License Applications, all carrying the required approvals

Recommended Action:

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) Sole Source Purchase of Dehumidification System at the Wes Deist Aquatics Center 21-101

On June 16, 2020, an evaluation team consisting of architecture, in-door aquatic design, structural, mechanical, and electrical engineering professionals conducted a comprehensive facility assessment of the 34.5-year-old Wes Deist Aquatics Center. The evaluation consisted of life safety, short-term and long-term recommendations, with the facility's dehumidification units and supply ductwork throughout the natatorium being a recommendation for immediate replacement. The facilities current dehumidification units are over 20-years old and no longer effectively provide adequate dehumidification of the facility.

Recommended Action:

Municipal Services and Parks and Recreation departments request the authorization to advertise the City's intent to make a sole source procurement following a 14-day period, per

Idaho Code §67-2808, and authorize the City to then issue a purchase order to Norbryhn Equipment Company (NEC) for a total of \$ 293,275.00 or take other action deemed appropriate.

Attachments: MS_Quotation 27387-1_Wes Deist Aquatic Center - Idaho Falls.pdf

B. Public Works

- 1)** 17th Street and Woodruff Avenue Intersection Improvement **21-124**
Right-of-Way Agreement.

Please find attached for execution a right-of-way agreement with Fast Stop 1147 Inc. for the sale of property to accommodate improvements to the 17th Street and Woodruff Avenue Intersection project. The purchase value was negotiated and involves Parcel 15 for \$126,662.00.

Recommended Action:

Approval of the 17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement; and, authorization for the Mayor and City Clerk to sign the document or take other action as deemed appropriate.

Attachments: 2021 - ROW Agreement 17th and Woodruff Fast Stop.pdf

C. City Attorney

- 1)** Public Hearing for increase of fees to the 2020/2021 Fee **21-120**
Schedule

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of a fee to the 2020/2021 fee schedule and approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, May 13, 2021 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The Hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, April 25, 2021 and Sunday, May 2, 2021.

Recommended Action:

To approve the fee resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution Fee Workbook (ISBD update) (clean).pdf
May 2021 Fee Update.pdf

- 2)** Ordinance Conforming Mayoral Power to Idaho Constitution and **21-103**
Idaho Code

Cities in Idaho are established pursuant to Idaho Constitution, Article XII. Cities are governed also by general laws contained in Idaho Code Title 50, Mayors have only the powers delegated to them by the Idaho Code. The State Legislature has limited the exercise of mayoral police

power to incorporate City limits, effective March 12, 2021. This Ordinance amends the City Code to reflect the limitation of mayoral authority in the Idaho Constitution and in the Idaho Code.

Recommended Action:

Approve Ordinance amending City Code to conform Mayoral powers to the limits of the Idaho Constitution and the Idaho Code under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance or take other action deemed appropriate).

Attachments: Ordinance

3) Sister Cities Ordinance Update 21-127

For many years, the Idaho Falls Sister Cities Program has promoted relations and understandings between the Japanese City of Tokai-mura and the City of Idaho Falls. This Ordinance revises the current City Code Chapter that regulates the City's relationship with the Sister Cities program in order to ensure that the program continues to thrive and still meet government financing and accounting best practices.

Recommended Action:

Approve the Ordinance reorganizing the Sister Cities Advisory Committee under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

Attachments: Ordinance

D. Community Development Services

1) Public Hearing-CDBG PY 2020 Consolidated Annual Performance and Evaluation Report (CAPER) 21-106

Pursuant to HUD requirements, entitlement communities receiving CDBG funds must complete an annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent must be presented in a public hearing and then posted for public comment. The public hearing has been advertised and scheduled for the May 13, 2021, regular meeting. The meeting will be followed by a 15-day public comment period and then a request for the Council to approve a resolution at the May 27, 2021, meeting. The CAPER must be submitted to HUD no later than June 30, 2021. Questions about the CAPER or the projects presented may be directed to the CDBG Administrator, Lisa Farris.

Recommended Action:

No action requested for this hearing.

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division No. 2. 21-117

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division No. 2. The Planning and Zoning Commission considered this item at its March 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Providence Point Division No. 2, and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Providence Point 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 Providence Point Division No. 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Kingwood Addition Division No. 1 Third Amended. 21-108

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Kingwood Addition Division No. 1 Third Amended. The Planning and Zoning Commission considered this item at its February 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Accept the Final Plat for Kingwood Addition Division No. 1 Third Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Kingwood Addition Division No. 1 Third Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Staff Report Kingwood Add 3rd Amend Final Plat.docx
PC Minutes.docx
Reasoned Statement.doc

4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 25. **21-107**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 25. The Planning and Zoning Commission considered this item at its July 7, 2020, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Fairway Estates Division No. 25 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Fairway Estates Division No. 25 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 Fairway Estates Division No. 25 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

5) Public Hearing-Rezone from TN with PT Overlay to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 37-45 less Right-of-Way, Block 62, Crows Addition. **21-102**

Attached is the application for Rezoning from TN with PT Overlay to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for M&B: Lots 37-45 less right-of-way, Block 62, Crows Addition. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended denial by a unanimous vote. Staff concurs with this recommendation and recommends rejection of the ordinance.

Recommended Action:

1. Approve the Ordinance Rezoning M&B: Lots 37-45 less right-of-way, Block 62, Crows Addition from TN with PT Overlay to HC under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from TN with PT Overlay to HC and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Comp Plan Map.jpg
Staff Report.docx
PC Minutes.docx
Citizen Email 5-10-21.pdf
Zoning Ordinance.docx
Reasoned Statement.docx

- 6) Public Hearing-Comprehensive Plan Amendment from Lower Density and Estate to Higher Density, Commercial, and Employment Centers, Resolution and Reasoned Statement of Relevant Criteria and Standards to Amend the Comprehensive Plan Future Land Map. **21-104**

For consideration on the regular agenda is a Resolution amending the Comprehensive Plan Future Land Use Map. The proposed amendment reflects comprehensive plan policies recommending a mix of uses at the intersection of major roadways as well as land use applications and requests happening in the area. Similar plan designations can be found at the intersection of 65th South and 5th West, 49th South and 15th East, in the south part of town. The nearest such designation on the north part of Idaho Falls is at Highway 20 and 81st North. The map amendment was considered by the Planning and Zoning Commission at its April 6, 2021 meeting and recommended for approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. To approve the Resolution amending the Comprehensive Plan Future Land Use Map for the area around the intersection of W 65th N and N 5th W and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the amendment of the Comprehensive Plan Future Land Use Map and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Comp Plan Map.jpg
01 Staff Report.docx
PC Minutes.docx
Reasoned Statement.docx
Resolution.docx

6. Announcements.

7. Adjournment.



Memorandum

File #: 21-113

City Council Meeting

FROM: Rebecca Casper
DATE: Tuesday, May 4, 2021
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions, and Committees

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of appointments to the Idaho Falls Board of Appeals.

Description, Background Information & Purpose

Attached please find communication from Community Development Services Director, Brad Cramer regarding the citizen volunteers I am appointing/reappointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

Name	Board	Term Expires
Don Ormond	Idaho Falls Board of Appeals	12/31/23
Mark Andrus	Idaho Falls Board of Appeals	12/31/23
Joseph Belloff	Idaho Falls Board of Appeals	12/31/23
George Klomp	Idaho Falls Board of Appeals	12/31/23
Jonathan Gallup	Idaho Falls Board of Appeals	12/31/23
Jim Anglin	Idaho Falls Board of Appeals	12/31/23
Ted Sermon	Idaho Falls Board of Appeals	12/31/23
Max Mora	Idaho Falls Board of Appeals	12/31/23
Hugh Staiger	Idaho Falls Board of Appeals	12/31/23
Brent Conan	Idaho Falls Board of Appeals	12/31/23
Hugh O'Donnell	Idaho Falls Board of Appeals	12/31/23
Dale Johnson	Idaho Falls Board of Appeals	12/31/23
Mike Baumforth	Idaho Falls Board of Appeals	12/31/23
Ben Hix	Idaho Falls Board of Appeals	12/31/23
Bryce Hill	Idaho Falls Board of Appeals	12/31/23
Carl Passino	Idaho Falls Board of Appeals	12/31/23
Mike Jensen	Idaho Falls Board of Appeals	12/31/23

Nathan Gallup	Idaho Falls Board of Appeals	12/31/23
Fred Bunce	Idaho Falls Board of Appeals	12/31/23
Matt Bradley	Idaho Falls Board of Appeals	12/31/23

These individuals have been screened by Building Official Reggie Fuller and subsequently recommended by Director Cramer. I too have reviewed the information provided and I am confident these individuals meet the criteria set forth in the city code. I anticipate they will make positive contributions to the good work of the city.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday, May 13, 2021.

If you have questions or comments, please feel free to contact me or Director Cramer.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

Any activities for these commissions are accounted for in the Community Development Services budget.

Legal Review

N/A



MEMORANDUM

TO: Brad Cramer, Planning Director

FROM: Reginald Fuller, Building Official

DATE: Monday, December 21, 2020

RE: Board of Appeals Member Term Extensions

Brad,

Please see the attached list of individuals recommended to extend their terms of service on the City of Idaho Falls Building Codes Board of Appeals. The members all have agreed to serve for the length of service specified and will provide expertise relating the following codes:

1. International Building, Residential and Property Maintenance Codes.
2. International Mechanical Code.
3. International Fuel Gas Code.
4. Uniform Plumbing Code.
5. National Electric Code.

All members listed for service boards are either extending their tenure or are new appointees, which are marked by an * on the attached lists of board members.

New appointees were screened and nominated by the building official after having reviewed their credentials for the specific board to which they are assigned.

If there are any questions, please let me know.

Reginald Fuller, C.B.O.
Building Official



Board of Appeals

2018 International Building Code

Purpose: Section 113.1 provides an aggrieved party with a material interest in the decision of the code official a process to appeal such a decision before a board of appeals. This provides a forum, other than the court of jurisdiction, in which to review the code official's action.

This section literally allows any person to appeal a decision of the code official. In practice, this section has been interpreted to permit appeals only by those aggrieved parties with a material or definitive interest in the decision of the building official. An aggrieved party may not appeal a code requirement per se. The intent of the appeal process is not to waive or set aside a code requirement; rather, it is intended to provide a means of reviewing a code official's decision on an interpretation or application of the code or to review the equivalency of protection to the code requirements.

Procedures: The members of the appeals board are appointed by the "governing body" of the jurisdiction, typically a council or administrator, such as mayor or city manager, and remain members until removed from office. The Board must establish procedures for:

- a. Electing a chairperson.
- b. Scheduling and conducting meetings and administration.
- c. Creation of the board (Note: use of appendix B for detailed requirements may be used if adopted by the jurisdiction).

Limitation on Authority: Section 113.2 establishes the grounds for an appeal, which claims that a building official has misinterpreted or misapplied a code provision. The board is not allowed to set aside any of the technical requirements of the code; however, it is allowed to consider alternative methods of compliance with the technical requirements.

Qualifications: Section 133.3 establishes the qualifications members of the appeals board are expected to have in building construction matters. Section B101.2.2 of appendix B may be used as a reference to more detailed qualifications. The decisions of the appeals board are based purely on technical merits involved in an appeal. Policy or political deliberations are not considered.



Building Code Board of Appeals City of Idaho Falls

Name	Length of Term	Term Expiration
Don Ormond, P.E. Ormond Builders PO Box 1814 Idaho Falls, Id. 83403 (208) 524-1422 djormond@ormondbuilders.com	3 years	December 31, 2023
Mark Andrus, P.E. G & S Engineers 505 Lindsay Boulevard Idaho Falls, Id. 83402 (208) 523-6918 mark@gsengineers.net	3 years	December 31, 2023
Joseph Belloff Rosewood Builders PO Box 51535 Idaho Falls, Id. 83405 jbelloff@q.com	3 years	December 31, 2023
George Klomp* Premier Builders 4976 S. 11 E Idaho Falls, Id. 83404 (208) 680-2762 Gklomp63@gmail.com	3 years	December 31, 2023
Jonathan Gallup, AIA* Resin Architecture 305 1 st . Street Idaho Falls, Id. 83401 (208) 757-5700 jonathan@resinarchitecture.com	3 years	December 31, 2023

*New Appointee



**Mechanical Board of Appeals
City of Idaho Falls**

Name	Length of Term	Term Expires
Jim Anglin Alpine Heating 601 W. 19 th Street Idaho Falls, ID. 83401 jim@alpineheatinair.com	3 Years	December 31, 2023
Ted Sermon Sermon Service and Electric PO Box 1692 Idaho Falls, Id. 83403 (208) 542-4545 Serm09@msn.com	3 Years	December 31, 2023
Max Mora Quality Heating PO Box 3504 Idaho Falls, Id. 83403 (208) 529-2093 max@qualityheatingfireplace.com	3 Years	December 31, 2023
Hugh Staiger ES2 Engineering 4943 N 29 E Idaho Falls, Id. 83401 (208) 522-7356 hugh@es2eng.com	3 Years	December 31, 2023
Brent Conan* 429 W 18 th Street Idaho Falls, Id. 83402 (208) 522-3372 bconan@cableone.net	3 Years	December 31, 2023

*New Appointee



**Plumbing/Fuel Gas Board of Appeals
City of Idaho Falls**

Name	Length of Term	Term Expires
Hugh O'Donnell Quantum Engineering PO Box 51353 Idaho Falls, Id. 83403 (208) 523-8068 hughodon@ida.net	3 Years	December 31, 2023
Dale Johnson* Holeshot Plumbing 4593 Natures Place Ammon, Id. 83406 dale@holeshotplumbing.org (208) 317-1001	3 Years	December 31, 2023
Mike Baumforth* Matthews Plumbing 1067 Rimrock Canyon Shelly, Id. 83274 mike@mathewsplumbing.net	3 Years	December 31, 2023
Ben Hix* KO Plumbing 1051 Atlantic Idaho Falls, Id. 83404 benhix@gmail.com	3 Years	December 31, 2023
Bryce Hill* Hills Plumbing 2245 Hillstone Dr. Idaho Falls, Id. 83404 benhix@gmail.com	3 Years	December 31, 2023

*New Appointee



**Electrical Board of Appeals
City of Idaho Falls**

Name	Length of Term	Expiration
Carl Passino PO Box 50429 Idaho Falls, Id 83405 208-709-6571 Carl@arcoelectric-idaho.com	3 Years	December 31, 2023
Mike Jensen* Ron Allen Electric 505 west 20th street Idaho Falls, 83402 208-520-9421 Mike.raelectric@yahoo.com	3 Years	December 31, 2023
Nathan Gallup* Synergy Electric PO Box 116 Ririe ID. 83443 208-390-9553 nateg@sesid.us	3 Years	December 31, 2023
Fred Bunce* Wheeler Electric 208-589-7835 530 Juniper Crt. Shelley ID 83274 fredbunce@q.com	3 Years	December 31, 2023
Matt Bradley, P.E.* Musgrove Engineers 645 W. 25 th Street Idaho Falls, Id. 83402 mattb@musgrovepa.com	3 Years	December 31, 2023

*New Appointee



Memorandum

File #: 21-126

City Council Meeting

FROM: Rebecca Casper
DATE: Tuesday, May 11, 2021
DEPARTMENT: Mayor's Office

Subject

Appointments to City Boards, Commissions, and Committees

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of appointments to the Historic Preservation Commission

Description, Background Information & Purpose

Attached please find communication from Community Development Services Director, Brad Cramer regarding the citizen volunteers I am appointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions:

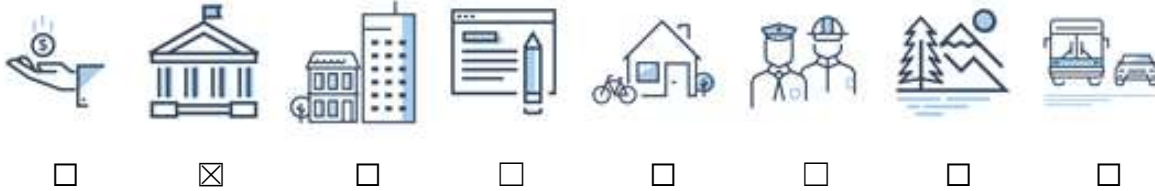
Name	Board	Term Expires
Julie Anglesey	Historic Preservation Commission	12/31/24
Katherine Heiser	Historic Preservation Commission	12/31/24
Tasha Taylor	Historic Preservation Commission	12/31/24

These applicants have been screened and subsequently recommended by Director Cramer. I have reviewed the applications and have met with the recommended applicants by phone. I am confident these individuals meet the criteria set forth in city code, and I anticipate each will make positive contributions to the good work of the city.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday, May 13, 2021.

If you have questions or comments, please feel free to contact me or Director Cramer.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

Any activities for these commissions are accounted for in the Community Development Services budget.

Legal Review

N/A



MEMORANDUM

TO: Honorable Mayor Casper

FROM: Brad Cramer, Director

DATE: April 6, 2021

RE: The appointment of Julie Anglesey, Katherine Heiser, and Tasha Taylor to the Historic Preservation Commission

Community Development Services respectfully requests the appointment of Julie Anglesey, Katherine Heiser, and Tasha Taylor to the Historic Preservation Commission for a term ending December 31, 2024.

I have met with all three candidates and feel that they would all be valuable assets to the City's Historic Preservation Commission.

Please feel free to contact me with any question.



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofallsidaho.gov.

Name:	Katherine Heiser		
Mailing Address:	215 9th Street		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	k.sivill@gmail.com		
Daytime Phone:	208-520-04666	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	208-520-4666	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-520-4666	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?
To bring valuable insight to the Idaho Falls Historic Preservation Commission from an interior design perspective.

How does your background training and experience lend itself to service on this/these committee(s)?
I would like the opportunity to offer any expertise and experience I have in restoration, interior finishes, and general construction to help save and maintain the historic buildings and landmarks in our community.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.
Owner/Interior Designer of The Open Door Co.
Bachelor of Science in Public Relations
Bachelor of Science in Interior Design
Auto CAD Certification

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Division(s) application forwarded to:	Board, Committee or Commission appointed to:

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Planning and Building		
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ²	Three(3)	1 st Thursday
<input type="checkbox"/> ADA Advisory Board ³	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁴	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹Where not specifically required by law, City of Idaho Falls residents will be given preference.

²Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

³All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁴One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any Information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

KATHERINE HEISER

215 9th St. Idaho Falls, ID 83404
(208)520 - 4666
k.sivill@gmail.com

POSITION OBJECTIVE

To bring valuable insight the Idaho Falls Historic Preservation Commission from an interior design perspective. I would like the opportunity to offer any expertise and experience I have in restoration, interior finishes, and general construction to help save and maintain the historical buildings and landmarks in our community.

WORK EXPERIENCE

THE OPEN DOOR CO. - Idaho Falls, ID (2012-Present)
OWNER/INTERIOR DESIGNER

Responsibilities Include:

- Providing Personal Design Services to Residential/Commercial Clients in the Area
- Creating and Collaborating with Industry Affiliates to Design Custom Interior Client Solutions
- Designing of Interior Spaces (Including Custom Floor Plans, Architectural Elements, Finish Selections, Furnishings, and occasional Exterior Landscape and Design)
- Detailing Building Specifications via Plan/Sketch/Schedule/Etc. for Design Implementation
- Communicating and Orchestrating of Builders, Subcontractors, and Industry Trades to Achieve Client Goals
- Overseeing of Projects from Plan Review and Construction Meetings to Onsite Visits
- Budgeting and Organizing Client-Company Finances through Project Completion
- Overseeing all Day-to-day Business Activities for the Company

IDAHO GRANITE & STONE - Idaho Falls, ID (2008 - 2012)
SHOWROOM MANAGER/INTERIOR DESIGNER

Responsibilities Include:

- Creating and Maintaining of Customer/Client Relations
- Assessing of Client Needs and Budgets for Effective Project Design
- Designing/Planning of Residential and Commercial Project Details
- Orchestration of Subcontractors to Insure Client Satisfaction
- Branding and Marketing of the Company (Including Advertising Designs)

PJ'S DESIGNS - Matthews, NC (2006 - 2008)
DESIGN ASSISTANT/JR. DESIGNER

Responsibilities Include:

- Providing Personal Design Assistance for Senior Designer/Owner
- Corresponding with Clients, Builders, Subcontractors, and Industry Vendors
- Identifying and Addressing Client/Builder Needs, Wants, and Concerns
- Communicating via Verbal and Visual Mediums (Including Sketches and Scaled Drafts)
- Specifying Building Materials, Finishing Selections, Furnishings, and Accessories
- Scheduling and Overseeing Sub-Contract Work On and Off Job Sites
- Buying of Interior Furnishings/Accessories for Both Show and Specific Clients

EDUCATION

Northern Arizona University - Flagstaff, AZ - 2005
- Bachelor of Science in Public Relations
- Bachelor of Science in Interior Design

Coconino Community College - Flagstaff, AZ - 2004
- AutoCAD Certification

References available upon Request



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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Name:	Tasha Taylor		
Mailing Address:	7219 N 35th W		
City, State, Zip:	Idaho Falls, ID 83402		
Email Address:	tashantaylor@yahoo.com		
Daytime Phone:	208-317-8511	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	208-317-8511	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-317-8511	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

To utilize my experience and education to serve my community.

How does your background training and experience lend itself to service on this/these committee(s)?

As a downtown business owner I have seen development standards from an owners perspective.

I feel this, along with my technical writing skills, would benefit the Historic Preservation Commission immensely.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Director, Snake River Montessori School Board of Directors

Director, Idaho Falls Downtown Development Corporation Board of Directors

Co-Owner, 100 Proof Properties

Bachelor of Science in English

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Mayor's Office		
<input type="checkbox"/> Sister Cities Committee	Three (3)	As Needed
<input type="checkbox"/> Veteran's Committee	As Needed	As Needed
<input type="checkbox"/> Citizen Review Committee ¹	One (1)	As Needed
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
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Police Department		
<input type="checkbox"/> Police Department Building Committee	As Needed	As Needed
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Regional Committees		
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Tasha Taylor

7219 N 35th W
Idaho Falls, ID 83402
(208) 317-8511
tashantaylor@yahoo.com

BS degree in English, May 2002
Utah State University, Logan, UT
Major: Technical/Professional Writing
Minor: Multimedia Development

USU Dean's List: 2000-2002
Society for Technical Communication (STC): 2000-2002
Sigma Tau Delta Honor Society: 2001-2002
STC national and regional scholarships: 2001-2002

Experience

Director, January 2021–Present

Snake River Montessori School Board of Directors, Ammon, ID

- Approve budget for operation of nonprofit private school
- Develop policies and procedures for sustainability

Director, September 2017–Present

Idaho Falls Downtown Development Corporation Board of Directors, Idaho Falls, ID

- Advise initiatives to improve downtown Idaho Falls
- Confirm plans to manage future growth

Co-Owner, June 2017–Present

100 Proof Properties, Idaho Falls, ID

- Restore and renovate historic buildings in downtown Idaho Falls
- Support revitalization of downtown through real estate development

Freelance Author, June 2015–August 2017

Idaho Life Publications, Idaho Falls, ID

- Researched stories for several statewide lifestyle magazines, Idaho Life Publications
- Conducted interviews to go on record
- Authored and published multiple regional lifestyle stories

Technical Writer/Editor, June 2002–June 2006

Idaho Cleanup Project (ICP), Idaho Falls, ID

- Collaborated with scientists and engineers to create and publish reports associated with high-profile projects
- Managed documents through entire publication process—writing, editing, and approval processes
- Acted as lead editor for several high-profile projects
- Trained new editors to follow company standards
- Conducted monthly meetings for writer/editor improvement techniques

Society for Technical Communication President, April 2001–May 2002

Utah State University Chapter, Logan, UT

- Conducted officer meetings and monthly activities
- Presented seminars to technical writing students



City of Idaho Falls
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Name:	Julie Anglesey		
Mailing Address:	208 Walnut Street		
City, State, Zip:	Idaho Falls, ID 83402		
Email Address:	julie@homesineasternidaho.com		
Daytime Phone:	208-589-6867	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	208-589-6867	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-589-6867	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

I am passionate about historic preservation and find this a great opportunity to support the local area.

How does your background training and experience lend itself to service on this/these committee(s)?

I have over 22 years of experience in sales, marketing, strategic planning, public relations, event planning, catering, networking, and business operations. I am very competent in directing and coordinating a variety of complex tasks and logistics yet remaining focused on my primary goals and objectives. I am an effective project manager and am organized, creative, innovative and highly motivated. I feel my background and experience will lend itself well to the HPC.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Bachelor of Arts, Commercial Recreation and Tourism

Real Estate License

Greater Idaho Falls Association of Realtors, Idaho Realtors, National Association of Realtors, Women's Council of Realtors

Ririe Chamber of Commerce President

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JULIE L. ANGLESEY

208.589.6867 | julie@homesineasternidaho.com

BETTER HOMES AND GARDENS REAL ESTATE VOIGT DAVIS, Idaho Falls, ID

Associate Broker- Residential Sales, Relocation, Second Homes, First-time Home Buyers

EDUCATION

BACHELOR OF ARTS, COMMERCIAL RECREATION AND TOURISM (WITH EMPHASIS IN BUSINESS)

- UNIVERSITY OF UTAH, Salt Lake City, Utah. March 1992

REAL ESTATE LICENSE

- EASTERN IDAHO TECHNICAL COLLEGE, Idaho Falls, ID. November 2006

DESIGNATIONS AND CERTIFICATIONS:

- Accredited Buyers Representative (ABR®)
- Certified Residential Specialist (CRS)
- Graduate REALTOR® Institute (GRI)
- Performance Management Network (PMN)
- National Association of REALTORS® E-Pro
- National Association of REALTORS® GREEN

PROFESSIONAL ASSOCIATIONS, VOLUNTEERISM

GREATER IDAHO FALLS ASSOCIATION OF REALTORS®

- State Director 2017-2019
- President 2016
- Local Director 2011-2014
 - Community Service Coordinator 2012-2014

IDAHO REALTORS®

- East District Vice President- 2020-2022
- REALTOR® Champions Committee- Vice Chair 2019
- Convention Committee 2016-2020
- Empower the "R" Committee 2015-2016

NATIONAL ASSOCIATION OF REALTORS®

- Major Investor Council Representative- Idaho 2018-2019
- Membership Policy & Board Jurisdiction Committee-2020

WOMEN'S COUNCIL OF REALTORS®.

IDAHO STATE CHAPTER

- Governor 2016
- President 2013

RIRIE CHAMBER OF COMMERCE

- President 2011-2016

PARENT ACTION COMMITTEE- RIRIE HIGH SCHOOL

- Member 2013-2019



REALTOR® Political Action Committee- Major Investor- Golden R, President's Circle 2019, 2020

AWARDS

2020 GOLD AWARD SALES-BETTER HOMES AND GARDENS REAL ESTATE VOIGT DAVIS-\$7.4M SALES

2019 GOLD AWARD SALES-BETTER HOMES AND GARDENS REAL ESTATE VOIGT DAVIS-\$6.3M SALES

2018 SILVER AWARD SALES- BETTER HOMES AND GARDENS REAL ESTATE VOIGT DAVIS- \$5.5M SALES

2018 ENTREPRENEUR OF THE YEAR- SOUTHEAST IDAHO NETWORK, WOMEN'S COUNCIL OF REALTORS®

2015 MEMBER OF THE YEAR-IDAHO STATE NETWORK, WOMEN'S COUNCIL OF REALTORS®

2013 REALTOR® OF THE YEAR- GREATER IDAHO FALLS ASSOCIATION OF REALTORS

www.HomesInEasternIdaho.com

JULIE L. ANGLESEY

208 Walnut St, Idaho Falls 83402
208.589.6867

QUALIFICATIONS

- Over 22 years of exceptional experience in all facets of business management—sales, marketing, strategic planning, public relations, event planning, catering, networking, and business operations.
- Outstanding public relations and communications skills—writing, verbal, and negotiating.
- Successful experience in creating a variety of marketing, advertising, and promotional materials.
- Excellent ability to increase revenue and productivity.
- Competent skills in simultaneously directing and coordinating a variety of complex tasks and logistics yet remaining focused to achieve goals and objectives.
- Demonstrated ability to build credibility with people of various backgrounds and work in harmony with staff, management, volunteers, and clients.
- Effective project management skills include setting priorities, developing, and executing a project plan and budget, monitoring progress, and reporting results.
- Organized, creative, innovative, problem-solver, highly motivated, detailed-oriented, and good judgment skills.
- Team player; works well under stressful situations with or without supervision.
- Microsoft Office, QuickBooks, Social Media- Facebook, Twitter, Instagram

EXPERIENCE

MOUNTAIN RIVER RANCH, Ririe, Idaho.

Mountain River Ranch is a 120-acre ranch that hosts over 20,000 guests annually. Summer season includes a Wild West shoot-out, horse drawn wagon rides, dinner, and live old west variety show. Overnight accommodations include 64 RV spaces, 5 camp-style rooms, 4 cabins and a rustic lodge. Two stocked trout ponds are on site. Catered events include weddings, business retreats, reunions, company picnics and concerts. Winter season includes horse-drawn sleigh rides, dinner, and a live holiday show.

MANAGER/OPERATOR—MOUNTAIN RIVER RANCH. May 1997–September 2019

- Oversee the daily operation of the facility that hosts dinner shows, special events (up to 4,000 guests), onsite and offsite catering.
- Design and develop all marketing materials and visuals for brochures, web page, company logos and branding, newspaper, and tabloid-style advertising.
- Plan and schedule events and theme parties.
- Create and arrange shows for the stage.
- Hire, train, and schedule staff, including performing staff.
- Develop menus and pricing structures, inventory control, purchase food and supplies.
- Make guest reservations, prepare correspondence, and sell services over the phone.
- Perform accounting functions including accounts receivable, payable, and payroll.
- Make bank deposits, balance credit card receipts, and prepare tax information for accountant.
- Doubled sales, reduced overhead, and increased profitability by 30%.
- Conceptualized, coordinated, and successfully promoted two interactive expositions—“Top of the Rockies” and “Way Out West.” Coordinated all logistics, guest check-in, badging, layout, staffing, gate receipts, lodging for vendors, and wrap up.

File #: 21-112

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Tuesday, May 4, 2021

DEPARTMENT: Idaho Falls Power

Subject

IFP Hydropower Generation Insurance Policy Renewal

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Ratification of the 2021/22 Hydropower Generation Insurance Policy for Idaho Falls Power for a total of \$350,906.00, or take other action deemed appropriate.

Description, Background Information & Purpose

This policy provides insurance for the City's hydropower generation facilities. The attached policy, EUTN18225293, was the best commercially available policy presented to IFP's generation plant insurance broker, Marsh Wortham (an American Public Power Association (APPA) preferred insurance broker).

Alignment with City & Department Planning Objectives



This action supports our readiness for good governance and reliable public infrastructure, assuring long-term reliability. It also supports the reliability elements of the IFP Strategic Plan.

Interdepartmental Coordination

IFP, Municipal Services Risk Management and Legal Services concur that this policy is appropriate.

Fiscal Impact

The policy agreement is covered in the 2021/22 IFP budget.

Legal Review

Legal Services has reviewed and approved this agreement.

To (Named Insured): City of Idaho Falls
 Bear Prairie
 140 S Capital Ave
 Idaho Falls, Idaho 834023629
 Phone: (208) 612-8429
 Fax:

From (Marsh): Gwendolyn Pereira
 Houston
 Phone: (832) 710-7181
 Fax:
 Email: Gwendolyn.Pereira@marsh.com
 Client Executive: Aidan Heisey

This confirms your instruction to bind the insurance placement(s) presented below.

Fees, taxes and surcharges are not included in the premium figures. If applicable, the premiums may also be subject to audit and retrospective rating. The confirmation applies to subsequent endorsements, audits and extensions under this policy, subject to the same commission and percentage rates.

Quotes

1	Layers/Limit:	Property Onshore, Ground Up (Property only), Limit: \$100,000,000.00	
	Insurance Group/Insurer:	**ACE American Insurance Company Insurer Consulting Compensation - Fee (See footnotes below)	
	Cost: (USD unless noted)	\$331,043.00 Premium 19,863.00 TRIA ----- 350,906.00 Total Premium	Commission (included in premium) 35,090.60 Retail [10%]

Total Premium:	\$350,906.00	Marsh Commission Summary 35,090.60 Retail
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Notes

Role of Marsh

Marsh is serving as your broker in placing your insurance coverage(s) referenced above. Marsh may receive different forms of compensation that relate directly or indirectly to your placements. Since Marsh's compensation may vary depending on the insurance program that you choose, Marsh is providing you with information to help you evaluate potential conflicts of interest.

Marsh may be compensated by commissions based on the sale of insurance. Commissions may vary depending on a number of factors, including the insurance purchased and the insurer selected. The commissions that Marsh or its affiliates may collect on the quotes Marsh obtained on your behalf are itemized above.

Insurer Consulting Compensation

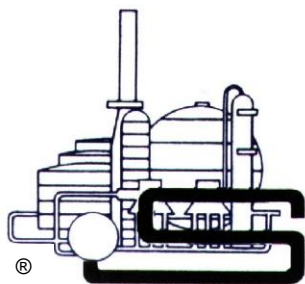
Marsh receives separate compensation from insurers for providing consulting, data analytics or other services. The services are designed to improve the offerings available to our clients, assist insurers in identifying new opportunities, and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and by geography. This compensation can be paid in the form of a fixed fee, a percentage of premium, or a combination of both. It is in addition to and will not be credited against any fee payable to Marsh and will not be subject to any cap on commissions payable to Marsh. In certain cases, percentage based insurer consulting compensation is payable on new business only (as defined in agreement with the insurer) and, in other cases, the rate for percentage based insurer consulting compensation is higher for new business than for renewal business.

Other Information

Marsh & McLennan Companies, Inc. and its subsidiaries have direct and indirect investments in insurance and reinsurance companies and have contractual arrangements with certain insurers and wholesale brokers.

For further information regarding Marsh's and its affiliates' compensation and the matters discussed above, please visit: <http://global.marsh.com/about/Transparency.php>.

** The Confirmation of Binding Instructions represents a renewal with the expiring insurer and confirms that you directed Marsh to renew coverage with the incumbent insurer without a marketing effort.



TARR TECHNICAL RISKS AGENCY, INC.

John Mistry
Underwriter
Phone: (213) 330-7063

BINDER

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213).330.7084

NAMED INSURED: City of Idaho Falls

Page 1 of 6

Insurance applies only to those perils and/or coverages named and is subject to the terms and conditions of the Policy (ies) normally issued for the indicated perils and/or coverages.

POLICY NUMBER: EUTN18225293

MAILING ADDRESS OF INSURED: P.O. Box 50220
Idaho Falls, ID 83405

DESCRIPTION AND LOCATION OF PROPERTY INSURED: Per the submitted SOV.

VALUES:

Property Damage:	\$244,268,134
Business Interruption:	\$ 8,365,180
Total Insured Value:	\$252,633,314

TERRITORY: United States of America

POLICY TERM:

Effective:	April 29, 2021 at 12:01 AM
Expiration:	April 29, 2022 at 12:01 AM.

FORM: per the current Starr Tech policy wording in force plus endorsements listed under Additional Terms and Conditions.

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense and Boiler & Machinery.

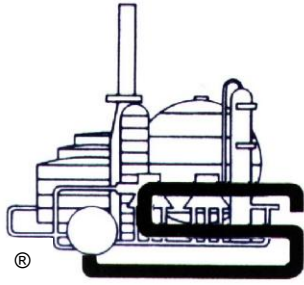
VALUATION: Per the terms and conditions of the current / historic policy issued as further referenced herein.

POLICY LIMIT OF LIABILITY: \$100,000,000 any one occurrence.

STARR TECH PARTICIPATION: 100%

SUBLIMITS: >> Are per occurrence unless shown otherwise.
>> Are part of and not in addition to the Policy Limit of Liability

BUSINESS INTERRUPTION:	\$8,365,180	Monthly limitations by plant apply
EXTRA EXPENSE:	\$1,000,000	
COURSE OF CONSTRUCTION	\$1,000,000	



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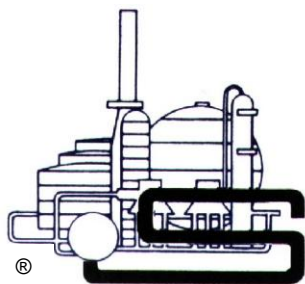
NAMED INSURED: City of Idaho Falls

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DEBRIS REMOVAL (the greater of):	\$5,000,000	or 25% of the adjusted direct property loss
EXPEDITING EXPENSES	\$500,000	
PROPERTY IN TRANSIT:	\$500,000	
EARTH MOVEMENT (Except) :	\$30,000,000	Annual Aggregate
CALIFORNIA EARTH MOVEMENT:	NO COVERAGE	
FLOOD :	\$30,000,000	Annual Aggregate
NEWLY ACQUIRED PROPERTY	\$5,000,000	(90 day reporting)
VALUABLE PAPERS AND RECORDS:	\$5,000,000	
ACCOUNTS RECEIVABLE:	\$5,000,000	
DEMOLITION, INCREASED COST OF CONSTR:	\$2,500,000	
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - NAMED PERILS	\$500,000	Annual Aggregate
HAZARDOUS SUBSTANCE OR CONTAMINANTS: - ACCIDENT TO AN OBJECT	\$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS CONTAINING MATERIAL	\$250,000	
MISCELLANEOUS UNNAMED LOCATIONS:	\$250,000	
DAMS		
GEM STATE DAM	\$34,357,154	
UPPER DAM	\$21,062,928	
CENTRAL DAM	\$21,062,928	
LOWER DAM	\$21,062,928	
OLD LOWER DAM	\$3,411,455	

DEDUCTIBLES: All deductibles listed below are per occurrence except with respect to coverage provided under the Boiler & Machinery Endorsement (if provided) which shall be any One Accident.

PROPERTY DAMAGE (Except):	\$	250,000
FLOOD		3% of the total insurable values at risk per location subject to a minimum of \$500,000 for contents and \$500,000 for buildings
PROPERTY IN TRANSIT:	\$	10,000
TIME ELEMENT		1080 Hours



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NAMED INSURED: City of Idaho Falls

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As respects TIME ELEMENT deductible, liability shall exist only for such part of the determined period of interruption in excess of the number of hours stated above the Declarations Page. This Business Interruption deductible applies to any one occurrence as defined herein.

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page.

Deductibles for Property Damage and Time Element shall be applied separately.

TERRORISM

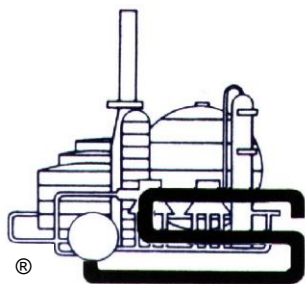
As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 – 01/15) shall be endorsed on to the Policy.

We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the attached Terrorism Exclusions (Form #61331 or 61332 – 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage	Applicable Terrorism Exclusion	Letter Required From Insured
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A



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NAMED INSURED: City of Idaho Falls

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ADDITIONAL TERMS AND CONDITIONS:

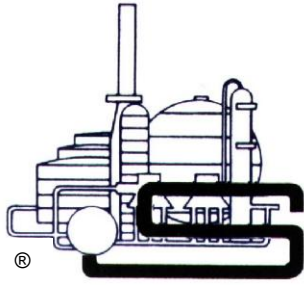
1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Binding coverage subject to agreement that B&M Risk Inspections will take place next policy period.
3. Premium to be paid in full within 30 days of inception.
4. Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
5. 72 Hour Occurrence Definition applies to Wind, Flood and Earthquake.
6. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
7. Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
8. Signed Statement of Property Values to be provided within 30 days of effective date.
9. Signed Business Interruption Worksheet to be provided within 30 days of effective date.
10. Subject to list of Participants and their participation
11. In addition to the expiring policy endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance

Policy Documents

- a. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
- b. Loss Notification Instructions
- c. Common Policy Conditions IL 00 17 11 98
- d. Commercial Property Conditions

Company Mandated Endorsements

- e. Asbestos Exclusion
- f. Authorities Endorsement.
- g. Biological or Nuclear Exclusion Endorsement
- h. Bridge Wording
- i. Electronic Data/Media Exclusion Endorsement
- j. Exclusion of Loss Due to Virus, Bacteria or Microorganism
- k. Mold Exclusion
- l. Political Risk Exclusion
- m. Trade or Economic Sanctions Endorsement – ALL-21101 (11/06)
- n. Terrorism Exclusions (Based on Table Above)
- o. State Amendatory Endorsements



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NAMED INSURED: City of Idaho Falls

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STARR TECH PREMIUM: \$331,043, plus applicable State or Local Surcharges, Taxes and Fees, excluding Acts of Terrorism.

STARR TECH CERTIFIED TERRORISM PREMIUM: \$17,877, plus any State or Local Surcharges, Taxes or Fees for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act, as amended).

STARR TECH NON-CERTIFIED TERRORISM PREMIUM: \$1,986, plus applicable State or Local Surcharges, Taxes and Fees Non-Certified Terrorism

Policy Premium with Terrorism: **\$350,906**

STARR TECH BOILER AND MACHINERY JURISDICTIONAL INSPECTION FEE: \$0.00 exclusive of any commissions, taxes, fees or surcharges.

STARR TECH LOSS CONTROL ENGINEERING INSPECTION FEE: N/A (Fee paid last period) The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges.

STARR TECH BOILER & MACHINERY RISK ASSESSMENT FEE: N/A (Inspections to take place next policy period)

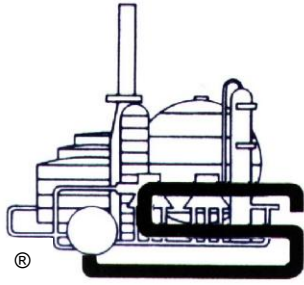
SECURITY: ACE American Insurance Company (A.M. Best Rating: A+, Financial Size XV)

CANCELLATION: 30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS*: Marsh USA Inc.
2727 Allen Parkway, Suite 1580
Houston, TX 77019
Attn: Vilma Vanegas or Mr. Brian Welch

PRODUCER FEIN #: **361436000**

COMMISSION: **10%**



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NAMED INSURED: City of Idaho Falls

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The Insurance Company (Security) named above, represented by Starr Technical Risks Agency, Inc., each for itself, severally but not jointly are hereby bound by an insurance undertaking for the account of the Insured named herein, effective at the exact hour and date shown below and expiring at the exact hour and date shown below or upon issuance of the policy, whichever shall first occur and insures the property above described for the amount set opposite its name. The effective hour of commencement of this binder shall supersede any commencement hour provisions contained in the policy.

This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control unless the parties agree to an amendment

DATE ISSUED: <u>04/26/2021</u>	Subject to the conditions above, the COMPANY hereby binds the insurance applied for, to become effective as of: <u>04/29/2021</u> This Binder Expires on: <u>06/29/2021</u>
AUTHORIZED REPRESENTATIVE:	
 John Mistry, Underwriter	

Starr Technical Risk Agency, Inc.



Memorandum

File #: 21-111

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Tuesday, May 4, 2021

DEPARTMENT: Idaho Falls Power

Subject

IF21-30 IFP 2021 Microduct Installation Services Agreement

Council Action Desired

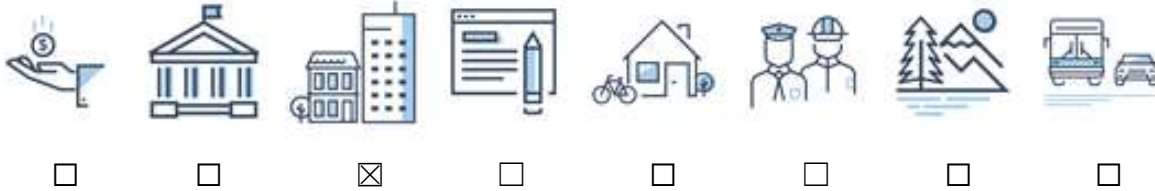
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the construction agreements with B. Jackson Construction, LLC of West Jordan, Utah and Yard Butler of Idaho Falls, Idaho for fiber microduct installation services at a not-to-exceed total amount of \$500,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, or take other action deemed appropriate.

Description, Background Information & Purpose

Idaho Falls Fiber (IFF) has the need for a significant amount of microduct services for FY2021. Microduct needs are intermittent throughout the fiber buildout and it is imperative that when needed, these services are performed in a timely manner so as to not delay the total project. For this reason, a single contractor is not in the best interest of IFF or its customers. IFF solicited formal bids for these services with bid IF 21-30 where B. Jackson Construction, LLC and Yard Butler were the lowest responsive, responsible bidders. Approval of these agreements will allow IFF to contract for services on an as-needed basis for the best pricing and specific service.

Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development, by expanding residential fiber services and also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

Idaho Falls Fiber, Municipal Services and Legal Services concur that these agreements are appropriate.

Fiscal Impact

These services are budgeted for in the 2020/21 CIP budget.

Legal Review

Legal has reviewed and approved this agreement.

Bid Tabulation for Idaho Fall Fiber 2021 Micro duct Installation Services / Project # IFP 21-30

Bid Opening April 13th, 2021, 2:30 p.m. local time

Bidder's Name	The Yard Butler Idaho Falls, ID	B. Jackson Construction Nest Jordan, UT	Blue Lake utility Meridan, ID						
Acknowledgement of Addendum 1 on page 4. Yes or No	NO	NO	NO						
Total Bid Amount on Page 3	\$268,125. ⁰⁰	\$281,250. ⁰⁰	\$476,500. ⁰⁰						

Attending
Krista Thornton
Lisa Lathouris
Jace Yancey
Darin Woolley
Tony Haviland
Jim Williams
Matt Heath

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Fiber (Owner) and
B.Jackson Construction, LLC, 7022 South Airport Road, West Jordan, UT 84084, 801-260-0988, bart@bjacksonconstruction.com (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. IF 21-30 – Idaho Falls Fiber Micro duct Installation Services which includes installing a future path micro to residences for the Idaho Falls Fiber network.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **various areas inside the City of Idaho Falls.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

2020 ISPMC 00522

Modified from EJCDC® C-522, Contract for Construction of a Small Project.

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1. This Contract.
- ~~2. Performance bond.~~
- ~~3. Payment bond.~~
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Idaho Falls Fiber**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on September 30, 2022
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by September 30, 2022.

~~4.02 Liquidated Damages~~

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the bid form 00410, dated 13 April 2021.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 ~~Bonds~~

- ~~A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.~~

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Automobile Insurance and Statutory Workmen's Compensation Insurance coverage.
 - b. Employer's Liability, and Comprehensive General Liability Insurance coverage.
 - 1) The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim
 - 2) One Million Dollars (\$1,000,000) aggregate
 - 3) CONTRACTOR shall cause CITY to be named as an additional insured under said policy.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- ~~A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~
- ~~B. After receipt of written notice, Engineer will promptly:~~
 - ~~1. Review the subsurface or physical condition in question;~~
 - ~~2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;~~

- ~~3. Determine whether the condition falls within the differing site condition as stated herein;~~
 - ~~4. Obtain any pertinent cost or schedule information from Contractor;~~
 - ~~5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and~~
 - ~~6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.~~
- ~~C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.~~

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

~~14.02 Retainage~~

- ~~A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.~~

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration

panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Non-discrimination

- A. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

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

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Idaho Falls

By: _____

Title: Rebecca L. Noah Casper, Mayor

Attest: _____

Title: _____

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Idaho Falls Fiber (Owner) and
Yard Butler, 3770 American Way, Idaho Falls, ID 83404, 208-523-0273 (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. IF 21-30 – Idaho Falls Fiber Micro duct Installation Services which includes installing a future path micro to residences for the Idaho Falls Fiber network.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **various areas inside the City of Idaho Falls.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

2020 ISPMC 00522

Modified from EJCDC® C-522, Contract for Construction of a Small Project.

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and American Society of Civil Engineers. All rights reserved. Page 1 of 16

1. This Contract.
- ~~2. Performance bond.~~
- ~~3. Payment bond.~~
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Idaho Falls Fiber**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The term of this Contract shall commence from the date of execution by all parties and shall terminate on September 30, 2022
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All work contemplated in the Proposal and the Contract Documents shall be completed by September 30, 2021.

~~4.02 Liquidated Damages~~

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed submitted in the bid form 00410, dated 13 April 2021.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 ~~Bonds~~

- ~~A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.~~

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Automobile Insurance and Statutory Workmen's Compensation Insurance coverage.
 - b. Employer's Liability, and Comprehensive General Liability Insurance coverage.
 - 1) The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim
 - 2) One Million Dollars (\$1,000,000) aggregate
 - 3) CONTRACTOR shall cause CITY to be named as an additional insured under said policy.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and

Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- ~~A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

- ~~3. Determine whether the condition falls within the differing site condition as stated herein;~~
 - ~~4. Obtain any pertinent cost or schedule information from Contractor;~~
 - ~~5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and~~
 - ~~6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.~~
- ~~C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.~~

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

~~14.02 Retainage~~

- ~~A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.~~

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration

panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Non-discrimination

- A. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Nothing in this Paragraph shall require Contractor to exceed the reasonable accommodation requirements established by the Americans With Disabilities Act.

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

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Idaho Falls

By: _____

Title: Rebecca L. Noah Casper, Mayor

Attest: _____

Title: _____

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

File #: 21-116

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Wednesday, May 5, 2021

DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting Minutes - March 2021

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve Idaho Falls Power Board Meeting Minutes from March 25, 2021, or take other action deemed appropriate.

Description, Background Information & Purpose

The Idaho Open Meeting Law requires that the governing body of a public agency must provide for the taking of written minutes of all of its meetings.

Alignment with City & Department Planning Objectives



This action is in accordance with Idaho Code § 74-205(1) and supports the good governance result by demonstrating sound fiscal management and enabling trust and transparency.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

March 25, 2021 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, March 25, 2021, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper (arrived at 7:20 a.m.)

Board Member Thomas Hally

Board Member Jim Francis

Board Member Jim Freeman (via Zoom)

Board Member John Radford (via Zoom)

Board Member Shelly Smede

Absent:

Board Member Michelle Ziel-Dingman

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Randy Fife, City Attorney

David Smith, City Accountant III

Keith Simovic, Moss Adams Senior Manager (via Zoom)

Linda Lundquist, IFP Board Secretary

Board Member Hally called the meeting to order at 7:02 a.m. Announcements, events and updates will be given toward the end of the meeting.

Board Policy No. 4 – Utility-Wide Market Based Compensation and IBEW Negotiation Update

General Manager (GM) Prairie reviewed the policy and explained how wages are based on the Pacific Northwest's Electric Utility Market scale/survey by Milliman Consulting Group, and pointed out that annually all wage scales are adjusted to the average market change in the utility survey, but that every three years, every individual job category is adjusted back to their market target scale from the survey. He also noted that the policy uses the prior year's survey, which is released in November and I then adjusted to scale in May the following year. This prevents the perception of compounding wages moving up since we lag one year to survey results. Board Member Freeman asked if anyone receives a pay cut as a result of rescaling and GM Prairie explained that according to policy, if a salary scales down then employees' wages are frozen until the scale comes back into alignment. He reminded the Board that non-union employees will have their individual job scale adjustments this year, and pointed out that the union will be adjusted next year per the International Brotherhood of Electrical Workers (IBEW) agreement, if unchanged. GM Prairie reminded the board that the union already set wages to a five-year policy so they will likely continue to focus on contract clarity/simplicity and continuing to align with city policy as was done in last year's negotiations around vacation, sick and longevity pay. Board Member Smede asked how the cost of living (COLA) gets figured in and GM Prairie stated that COLA isn't part of any wage increases and reiterated that employees are strictly paid according to market scale to be competitive with utility labor costs in the industry to retain and recruit a competent labor pool. Mr. Smith asked if there are benefits of belonging to a union and GM Prairie said the IBEW insurance is one of the good value items for the members because they are on a national plan and noted that union members have some flexibility to retain insurance coverage after retirement and before Medicare. He also noted the pricing in the plan is very competitive because of its large size and national scope. Board Member Freeman asked how many

employees were union members and who takes part in union negotiations. GM Prairie stated roughly half of the utility are union members and he said the negotiation is comprised of Human Resources, the Assistant General Manager, the General Manager representing the city, union stewards and union representatives on behalf of the union. He continued to explain that he focuses the meeting so it doesn't drag on and can usually be wrapped up with negotiations in a timely manner so as to not overly distract from other IFP work.

Q1 Financial Report

Mr. Smith reviewed fiber's balance sheet and pointed out that the operating profit for fiber is up \$46,000, which is mostly attributed to the fiber-to-home expansion. He noted a large change in cash this year over last due to fiber loans and increasing accounts receivables. He said that inventory is up because of the expansion and GM Prairie stated that fiber has been trying to stay ahead of the supply chain issues as other entities ramp up their fiber expansions with all the federal monies. Mr. Smith reviewed power's balance sheet and pointed out that the cash for the quarter is down due to loans to fiber and the airport, but noted that power accrues interest from these loans the same as it would from investing in the city investment pool. Board Member Francis asked if power loaned money to parks for irrigation and GM Prairie said that public works was involved in that loan and that the energy conservation fund loaned \$250,000 to public works for the irrigation project, because it was going to save a tremendous amount of electricity by not running the well which fits within the purpose of the conservation fund. Mr. Smith said that work-in-progress was up \$13 million over the prior year, which shows a lot of activity in the new construction sector and pointed out a large change in working capital due to fiber loans. GM Prairie reiterated that the balance sheets reflect the utility being in a major construction phase. Board Member Hally asked where the extra \$7 million dollars came from and Mr. Smith replied that it's from inventory and accounts receivable.

GM Prairie gave the quarter one (Q1) Power Supply report and pointed out that Utah Associated Municipal Power Systems' (UAMPS) energy is higher priced but noted that it's used for morning and afternoon peaking capacity. He said that the December figures are a little higher than what is normally seen, likely due to Bonneville Power (BPA) restricting water flows on the Columbia River. GM Prairie pointed out how impacting two cold Octobers in a row have been. He continued to report that power supply "net" costs are down from prior years. Board Member Francis asked for clarification on why peak loads appear to be down and GM Prairie said the utility's declining peak winter loads are likely due to houses converting to gas, new construction installing gas and more energy efficient factors like heat pumps etc. Board Member Hally asked who sells power to Texas and GM Prairie stated that while Texas is interconnected, everyone in the region was caught short on energy due to extreme cold weather. Board Member Radford asked how much of the year Idaho Falls operates on what is generated and if it's dependent upon the season and GM Prairie said there is one month in the spring when loads are typically low and asked for clarification if Board Member Radford was referring to just the hydro plants. Board Member Radford clarified, "yes" and GM Prairie stated that IFP's peak generation is about 50MW and pointed out that in the spring at night the utility can usually supply the city with generated resources for just a handful of hours per year. GM Prairie stated that our region buys energy out of the Southwest and since IFP has some light load length, we haven't bought energy because the summer prices for August are over \$200MWh. He explained that if California gets all of their generators online, it should be a noneventful summer, but pointed out that we need to look toward the future for other options as other utilities retire their existing coal plants. He explained that with these strong prices we will likely be buying some expensive peak energy this summer depending upon river flows and weather conditions, but purchasing flat heavy load energy blocks for the whole months seemed overly aggressive. GM Prairie reminded the Board that our region was predicted to have a huge moisture year, but so far, it's not proven out. He stated the best case scenario is to have a lot of high elevation snow

March 25, 2021 Unapproved

pack, but as he reviewed the water charts and noted the dry spells, he said the inflows may be cut off quicker this summer than normal.

Moss Adams Audit Report

Moss Adams Senior Manager, Keith Simovic explained that the audit process this year has been conducted remotely through an electronic exchange of information. He noted that the final report is not complete, but should be available in a few weeks. He pointed out that a year-over-year comparison of financial statements would suggest that the pandemic has not had a significant impact on Idaho Falls Power. Mr. Simovic stated that the audit areas for this year specific to Idaho Falls Power are work orders, customer billing accuracy, consistent application of internal controls and prior audit recommendations. He explained significant deficiencies that were identified and pointed out other findings and best practice recommendations. Mr. Simovic explained the new accounting standards pertaining to leases, which would also include vehicles. GM Prairie clarified that Moss Adams used to conduct a separate audit report for IFP prior to being combined with the city audit and Mayor Casper pointed out how a governance board receives recommendations differently than city directors and asked if the cause of the deficiencies across the city is known. Mr. Simovic listed a few factors that could have contributed to deficiencies like COVID-19 pandemic, remote work, onboarding new employees in this environment and lack of personnel; but pointed out that it wasn't necessarily a lack of policy concern. GM Prairie asked if the deficiencies point to inadequate software and Mr. Smith added that some of the processes have redundancies like double and triple inputting. Board Member Radford suggested that expectations should be taken up in work sessions to include other departments, as the presented audit recommendations are not just for IFP specifically. Mayor Casper agreed and added that at some point, resource in software and personnel must be met to meet the city's high expectations.

Board Policy No. 5 – Financial Stability and Credit Worthiness

GM Prairie reviewed the policy and explained how this policy is the backbone of what IFP does and pointed out that the policy does a good job outlining who has authority to do what. He reviewed the Board's responsibilities, which includes making sure IFP has the resources it needs. GM Prairie reviewed management's responsibilities, including the flow of information and how IFP is addressing customer load changes as the city continues to grow.

Annual Report / 2020 Operations, Financial Review

GM Prairie reviewed peak load reports over the past ten years and reported that IFP winter peaks are shrinking while summer peaks are growing, likely due to warmer falls and cooler springs. He reminded the Board to read through the Marsh insurance information included in the packet. He explained how the insurance renewal process revealed that IFP was underinsured on replacement value. GM Prairie pointed out how he has observed insurance companies' tendencies of late toward cutting their risk and offering less coverage for catastrophic events. He said that Federal Emergency Management Agency (FEMA) requires IFP to purchase market available coverage and said if there ever were a disaster, that FEMA is considered a last resort. Mr. Smith asked if an earthquake takes out two dams, is that considered one or two events, and GM Prairie said it was one event. Board Member Francis asked if the city is required to carry insurance for damage downstream and GM Prairie said they are required to carry prudent insurance which you can never carry enough insurance to cover every possible scenario and that is what FEMA is for. He noted that other utilities are having trouble obtaining adequate coverage for their hydro projects and reiterated that most are buying less coverage for up to triple the cost. There was a discussion about appropriate coverage amounts and it was determined that the current insurance carrier was a fair price, despite the sharp increase in rates.

March 25, 2021 Unapproved

Assistant General Manager (AGM) Boorman reviewed the Capital Investment Plan (CIP) and noted this year is a big year for the capital budget with the buildout of the Paine substation and Sugarmill Line extension and noted that the city will be reimbursed about \$7 million. AGM Boorman added that the budget plan also includes the Westside substation buyout and fiber expansion. GM Prairie explained how IFP is continuing to upgrade Supervisory Control and Data Acquisition (SCADA), work with city IT, conduct internal policy reviews and show federal compliance. He noted how Idaho National Laboratory (INL) has been a great resource and partner to IFP.

GM Prairie reviewed the wholesale power supply for the year, noting no surprises. He said that quarter four (Q4) came in under cost from the prior year with a total revenue over \$800,000 and noted that expenses were under projections. He explained the difference between budget and how rates are set. GM Prairie reported that the cost of service projection came in under actuals and reported that seventy-five percent (75%) was credited back to customers through their rates and twenty-five percent (25%) was reinvested into the utility. He plans to make conservative projections that will include a growing city.

GM Prairie announced that the Payment in lieu of Taxes policy will be reviewed in a couple of months when the American Public Power Association (APPA) survey is available, but reminded the Board that the amounts were increased to six point five percent (6.5%) last year. There was a discussion on good governance. GM Prairie reviewed the target fund balances. Board Member Hally asked if the fund included capital and labor in the energy conservation fund and GM Prairie said it did not. Board Member Francis commented that \$100,000 in fiber seemed low and GM Prairie explained how money is added as needed and noted that when fiber becomes profitable, they will have their own fund. GM Prairie reviewed the buyout activity in fiscal year 2020 and commented that IFP is still working through a large-scale buyout with Rocky Mountain Power (RMP) and noted that the process is tenuous and difficult and unfortunately customers get frustrated on how much time the transition can take. AGM Boorman reviewed IFP's succession plan and pointed out some anticipated retirements. GM Prairie added that the organizational chart is very different than it was three years ago and explained how the structure has been reorganized, based on employee's abilities. AGM Boorman reviewed the employee training budget and explained how advantageous investing in appropriate training is for the utility. He reviewed the current areas of risk and focus and reiterated how important COVID relief funds, attracting the right accountant and addressing software needs was to the utility. GM Prairie reviewed the safety metrics and pointed out for the year 2020, there have been zero lost-time accidents, which is hopefully attributed to recent safety initiatives.

Board Policies No. 2 and 3

There was a short discussion on the policies and Board Member Francis pointed out some grammar inconsistencies.

It was moved by Board Member Freeman and seconded by Board Member Francis to approve Board Policy No. 2 with grammar corrections and Board Policy No. 3 as presented. The motion passed with unanimous approval.

Utility Reports

Fiber – GM Prairie reviewed the fiber update and Board Member Francis called attention to the provider that was only showing a few customers compared to the other providers. GM Prairie said that price matters in a competitive market. He added that once the monthly provider fees kick in, that particular service provider will likely leave the network.

Energy Services – AGM Boorman announced that the metering at Sugarmill needs to be moved to Harrison.

March 25, 2021 Unapproved

Calendar Events, Updates and Announcements

Mayor Casper shared with the Board a book authored by Bill Gates about getting to a net-zero carbon footprint and noted that some of the initiatives may help the city with the 2019-22 Resolution for carbon-free electricity generation. She announced that the Clean Cities Coalition is having a conversation about electric vehicles today and noted how timely it is that the Nuclear Energy Institute (NEI) and the United States Nuclear Industry Council (USNIC) are both holding conferences this week. Mayor Casper announced that HOUSE BILL 127, which oversees allocation of broadband funds had been signed into legislation. She shared some links to articles relating to the American Rescue Plan and noted that Idaho Falls may be in a position of leadership with regard to bringing nuclear to a region.

General Announcements

GM Prairie announced that a press release went out on Tuesday describing how IFP recently achieved APPA's RP3's highest designation. He described the process and emphasized the importance of this designation and shared that there would be snacks provided for staff later in the day. He described a second press release going out this week (today), which announces a kickoff of the 161kV Line Extension. GM Prairie said there will be a pole setting event on Tuesday at Heritage Park at 10:00 a.m. Mayor Casper asked if Snake River Landing paid for the poles and GM Prairie said they paid for difference between normal poles and the taller poles installed to help the views. He thanked Board Member Smede for her dedication and service to IFP and gave her a signed hardhat. Board Member Hally asked how many contractors are working on the fiber extension project and GM Prairie spoke about some of the contractors and their responsibilities. He pointed out that in addition to awarded contractors, that there will likely be an additional 75 people in town contracted to help with the summer fiber buildout.

There being no further business, the meeting adjourned at 11:00 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

File #: 21-118

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, May 6, 2021
DEPARTMENT: Public Works

Subject

Bid Award - Hughes Addition Water Line Improvements

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Sunroc Corporation in an amount of \$1,030,907.75 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

Description, Background Information & Purpose

On Tuesday, May 4, 2021, bids were received and opened for the Hughes Addition Water Line Improvements project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to replace approximately 4,000 linear feet of waterlines, water services, and complete roadway reconstruction.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure. The improvements are to upgrade existing water services in the Hughes Addition Subdivision.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will come from Water Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

City of Idaho Falls

Engineering Department Bid Tabulation

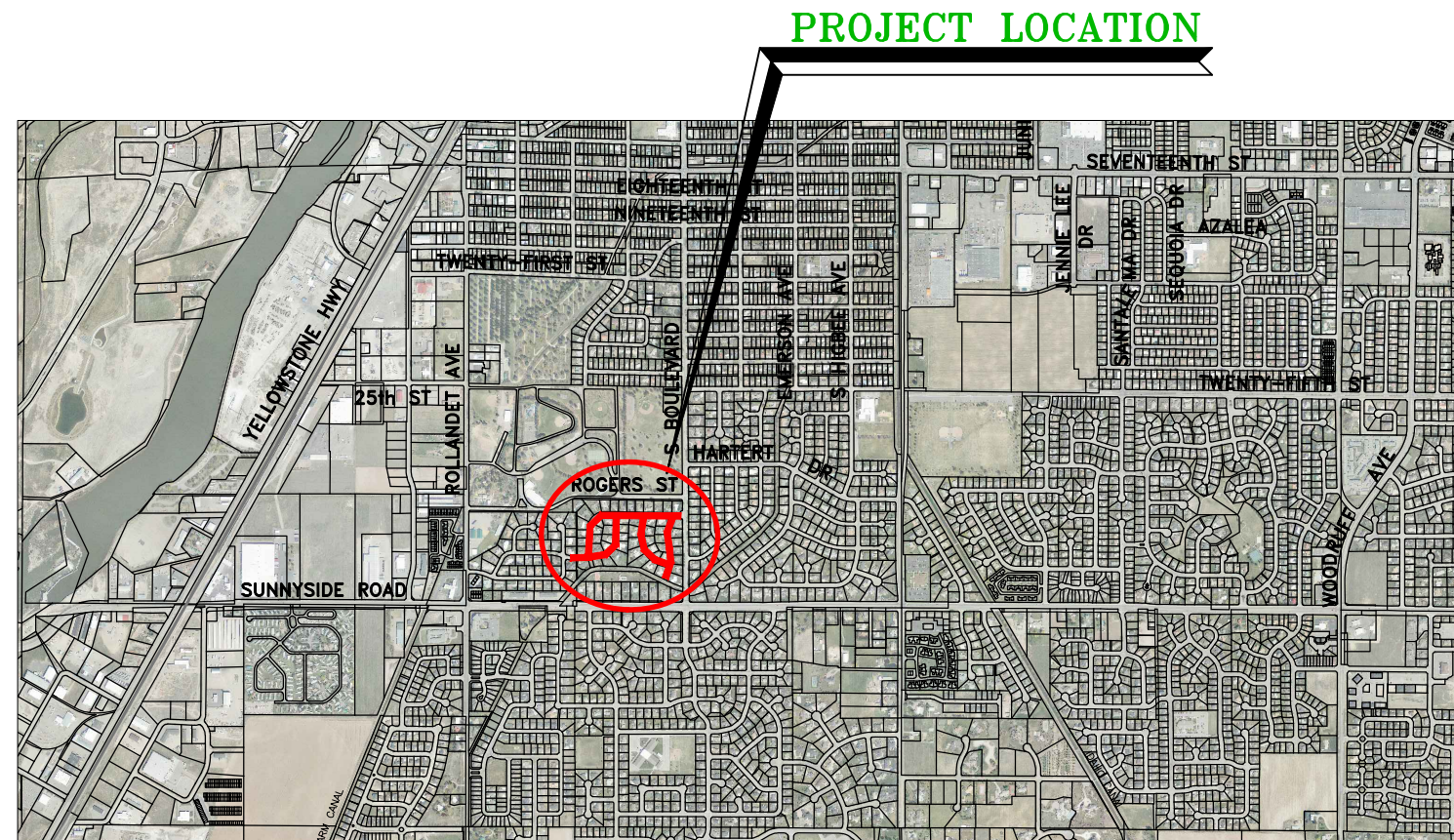
Project: Hughes Addition Water Line Improvements
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-30-3-WTR-2020-22
Date: May 4, 2021

☒ AWARD THIS BIDDER

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Sunroc Corporation		Knife River Corp		JM Concrete		HK Contractors	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK												
	201.4.1.D.1	Removal of Concrete	153	SY	\$20.00	\$3,060.00	\$16.50	\$2,524.50	\$5.20	\$795.60	\$50.00	\$7,650.00	\$15.00	\$2,295.00
	201.4.1.E.1	Removal of Curb & Gutter	2,735	LF	\$10.00	\$27,350.00	\$10.25	\$28,033.75	\$3.95	\$10,803.25	\$5.00	\$13,675.00	\$5.00	\$13,675.00
	201.4.1.F.1.a	Removal of Fire Hydrant	5	EA	\$600.00	\$3,000.00	\$980.00	\$4,900.00	\$245.00	\$1,225.00	\$2,000.00	\$10,000.00	\$2,250.00	\$11,250.00
	201.4.1.F.1.d	Removal of Inlet Box	3	EA	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$143.00	\$429.00	\$500.00	\$1,500.00	\$700.00	\$2,100.00
	202.4.1.A.1	Excavation	3,755	CY	\$20.00	\$75,100.00	\$23.40	\$87,867.00	\$25.10	\$94,250.50	\$30.00	\$112,650.00	\$23.00	\$86,365.00
		DIVISION 400 - WATER												
	401.4.1.A.1.c	Water Main Pipe – Size 8"	4,009	LF	\$35.00	\$140,315.00	\$34.30	\$137,508.70	\$49.65	\$199,046.85	\$40.00	\$160,360.00	\$36.00	\$144,324.00
	401.4.1.C.1	Temporary Water Service	1	LS	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$80,000.00	\$80,000.00	\$3,000.00	\$3,000.00	\$65,000.00	\$65,000.00
	402.4.1.A.1.b	Valve – Size 8"- Type:Gate	15	EA	\$500.00	\$7,500.00	\$700.00	\$10,500.00	\$771.00	\$11,565.00	\$500.00	\$7,500.00	\$850.00	\$12,750.00
	403.4.1.A.1.a	Hydrant	8	EA	\$3,000.00	\$24,000.00	\$2,500.00	\$20,000.00	\$2,140.00	\$17,120.00	\$3,000.00	\$24,000.00	\$2,800.00	\$22,400.00
		DIVISION 500 - SEWER												
	502.4.1.A.1	Sanitary Sewer Manhole – Type A	1	EA	\$500.00	\$500.00	\$4,850.00	\$4,850.00	\$5,880.00	\$5,880.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
		DIVISION 600 - CULVERTS & STORM DRAINS												
	601.4.1.A.5	12" Storm Drain Pipe, D.I., Instalation Only	37	LF	\$50.00	\$1,850.00	\$53.50	\$1,979.50	\$91.55	\$3,387.35	\$100.00	\$3,700.00	\$150.00	\$5,550.00
	602.4.1.F.1	Catch Basin – Type IV (2'X3')	3	EA	\$4,000.00	\$12,000.00	\$2,800.00	\$8,400.00	\$2,550.00	\$7,650.00	\$500.00	\$1,500.00	\$2,650.00	\$7,950.00
		DIVISION 700 - CONCRETE												
	706.4.1.A.7.a	Curb and Gutter, Type Standard	2,735	LF	\$35.00	\$95,725.00	\$35.30	\$96,545.50	\$44.90	\$122,801.50	\$30.00	\$82,050.00	\$50.00	\$136,750.00
	706.4.1.B.1	Concrete Valley Gutters	216	LF	\$80.00	\$17,280.00	\$112.00	\$24,192.00	\$79.65	\$17,204.40	\$40.00	\$8,640.00	\$115.00	\$24,840.00
	706.4.1.E.1	Concrete Sidewalks, thickness 4"	3	SY	\$80.00	\$240.00	\$410.00	\$1,230.00	\$165.00	\$495.00	\$150.00	\$450.00	\$580.00	\$1,740.00
	706.4.1.F.1	Concrete Driveway Approach	19	SY	\$80.00	\$1,520.00	\$310.00	\$5,890.00	\$210.00	\$3,990.00	\$150.00	\$2,850.00	\$350.00	\$6,650.00
		DIVISION 800 - AGGREGATES & ASPHALT												
	802.4.1.A.1	Crushed Aggregate for Base Type 1	2,729	CY	\$35.00	\$95,515.00	\$51.00	\$139,179.00	\$44.85	\$122,395.65	\$40.00	\$109,160.00	\$48.50	\$132,356.50
	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	2,048	TON	\$80.00	\$163,840.00	\$93.00	\$190,464.00	\$80.55	\$164,966.40	\$75.50	\$154,624.00	\$85.00	\$174,080.00
		DIVISION 1000 - CONSTRUCTION STORMWATER BMP's												
	1001.4.1.A.1	Sediment Control	1	LS	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
		DIVISION 2000 - MISCELLANEOUS												
	2010.4.1.A.1	Mobilization	1	LS	\$110,000.00	\$110,000.00	\$45,000.00	\$45,000.00	\$188,000.00	\$188,000.00	\$305,000.00	\$305,000.00	\$411,064.50	\$411,064.50
	2030.4.1.A.1	Sanitary Manhole, Adjust to Grade	14	EA	\$800.00	\$11,200.00	\$1,100.00	\$15,400.00	\$565.00	\$7,910.00	\$1,000.00	\$14,000.00	\$1,500.00	\$21,000.00
	2050.4.1.A.1	Subgrade Separation Geotextile, Type II	12,288	SY	\$2.00	\$24,576.00	\$2.60	\$31,948.80	\$2.00	\$24,576.00	\$4.00	\$49,152.00	\$2.25	\$27,648.00
		SPECIAL PROVISIONS												
	S0250	Water Service Boring	76	LF	\$3,000.00	\$228,000.00	\$70.00	\$5,320.00	\$79.55	\$6,045.80	\$100.00	\$7,600.00	\$300.00	\$22,800.00
	S0405A	Replace Water Service 1"	57	EA	\$2,000.00	\$114,000.00	\$2,125.00	\$121,125.00	\$2,510.00	\$143,070.00	\$3,000.00	\$171,000.00	\$2,500.00	\$142,500.00
	S0405B	Replace Water Service 1.5"	2	EA	\$2,500.00	\$5,000.00	\$2,450.00	\$4,900.00	\$2,400.00	\$4,800.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
	S0405C	Replace Water Service 2"	1	EA	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
		TOTAL				\$1,202,571.00		\$1,030,907.75		\$1,251,007.30		\$1,269,061.00		\$1,498,088.00

HUGHES ADDITION WATER LINE IMPROVEMENTS PROJECT # 2-38-30-3-WTR-2020-22



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

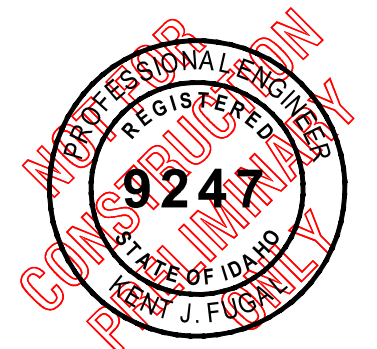
CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2021

REVIEWED BY: WATER DIVISION

DATE: _____



AS BUILT:		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
ENGINEERING DIVISION	HUGHES ADDITION WATER LINE IMPROVEMENTS	
CHK BY: Y.G.	DSG BY: CW	DWN BY: CW
FILE NO. 2-38-30-3-WTR-2020-22	DATE PLOTTED: 03/24/21	SHEET NO. 1 OF 13
DWG NO. Titlepage HUGHES ADD		

File #: 21-121

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, May 6, 2021
DEPARTMENT: Public Works

Subject

Bid Award - Sewer Line Rehabilitation - 2021

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Insituform Tech in an amount of \$221,124.00 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

Description, Background Information & Purpose

On Tuesday, May 4, 2021, bids were received and opened for the Sewer Line Rehabilitation - 2021 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to line approximately 3,500 linear feet of sewer line, reconnect over 70 service lines, and cut protruding services.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure. The improvements are to upgrade existing sewer services in various locations around the city...end

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will come from Wastewater Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

City of Idaho Falls

Engineering Department Bid Tabulation

Project: Sewer Line Rehabilitation - 2021

Submitted: Kent J. Fugal, P.E., PTOE

Number: 0-00-00-00-SWR-2021-05

Date: May 6 2021

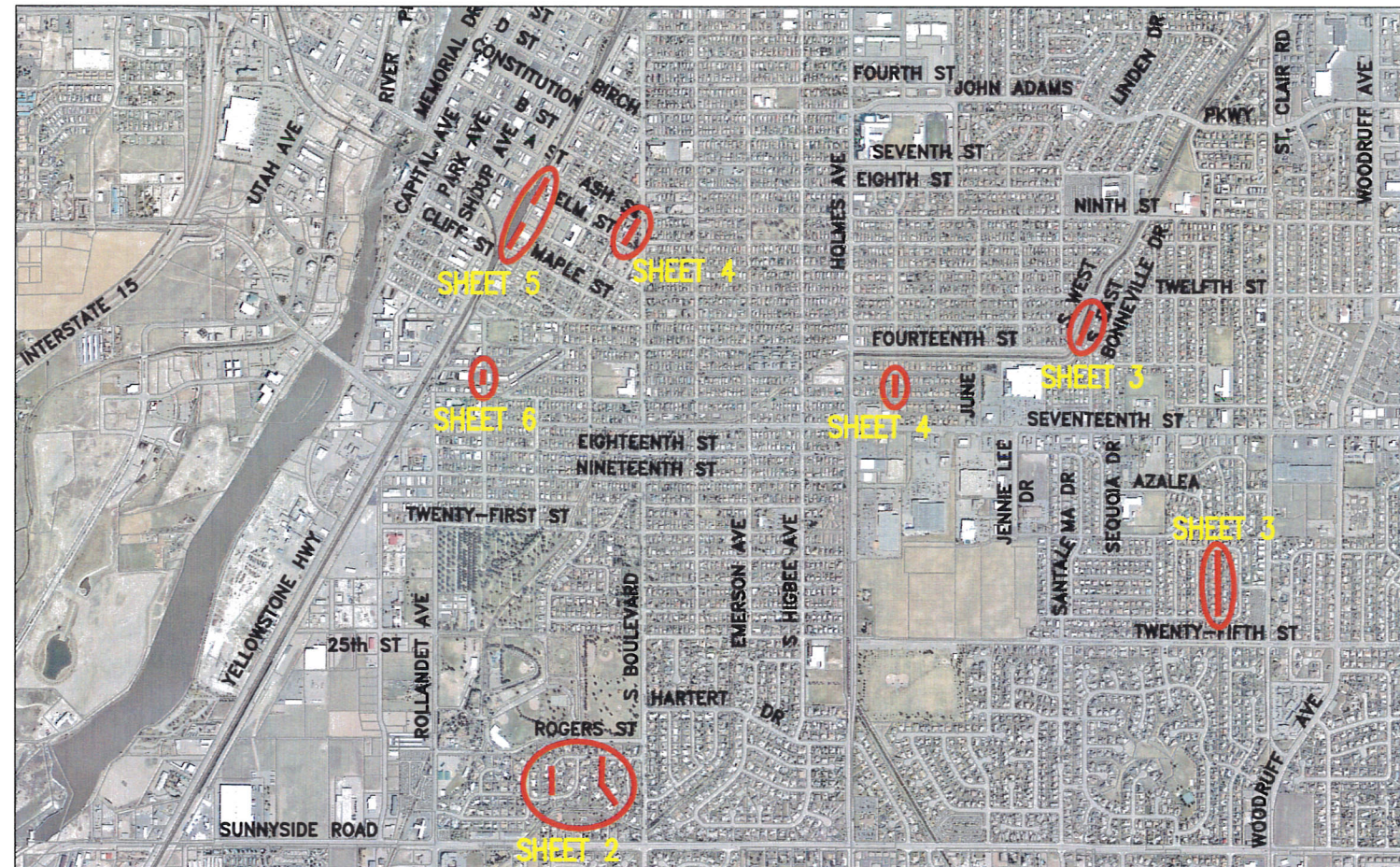
☒ AWARD THIS BIDDER

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Insituform Tech		Iron Horse	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
5.01	509.4.1.B.1.a	CIPP Liner 8"	2,825	LF	\$40.00	\$113,000.00	\$37.00	\$104,525.00	\$49.00	\$138,425.00
5.03	509.4.1.B.1.c	CIPP Liner 18"	153	LF	\$100.00	\$15,300.00	\$140.00	\$21,420.00	\$168.00	\$25,704.00
5.04	509.4.1.B.1.d	CIPP Liner 21"	572	LF	\$120.00	\$68,640.00	\$142.00	\$81,224.00	\$144.00	\$82,368.00
5.05	509.4.1.C.1	Cut Off Protruding Services	1	EA	\$450.00	\$450.00	\$594.00	\$594.00	\$500.00	\$500.00
5.06	509.4.1.D.1	Reconnect Service Line	67	EA	\$150.00	\$10,050.00	\$83.00	\$5,561.00	\$200.00	\$13,400.00
5.07	509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$40,000.00	\$40,000.00	\$7,800.00	\$7,800.00	\$12,000.00	\$12,000.00
TOTAL						\$247,440.00		\$221,124.00		\$272,397.00

SEWER LINE REHABILITATION 2021

PROJECT # 0-00-00-0-SWR-2021-05

PROJECT LOCATIONS



REVIEWED BY: WASTEWATER DIVISION

DATE: 4-14-2021



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSCHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H. FREDERICKSEN, P.E.

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

2021

AS BUILT:		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
ENGINEERING DIVISION	SEWER LINE REHABILITATION 2021	
CHECK BY: Y.G.	DES BY: CW	DWN BY: CW
FILE NO. 0-00-00-0-SWR-2021-05	DATE PLOTTED: 4/13/2021	SHEET NO. 1 OF 6
DWG NO. SWR-2021-05-Titlepage		

Memorandum

File #: 21-122

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Friday, May 7, 2021
DEPARTMENT: Public Works

Subject

Bid Award - Thermoplastic - 2021

Council Action Desired

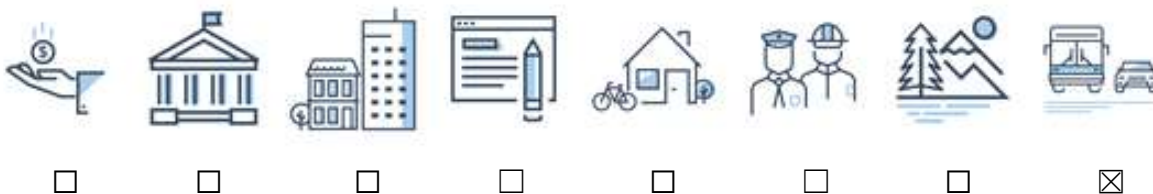
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the sole responsive, responsible bidder, Falls Striping LLC., in an amount of \$82,483.84 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

Description, Background Information & Purpose

On Thursday, May 6, 2021, bids were received and opened for the Thermoplastic Citywide - 2021 project. A single bid was received and the bid tabulation is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to place approximately 11,500 square feet of thermoplastic pavement markings on various city streets.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable public infrastructure. The improvements are to refresh street markings for improved visibility in various locations around the city.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will come from the Street Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The cost allocation for this project will come from the Street Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

City of Idaho Falls

Engineering Department Bid Tabulation

Project: Thermoplastic Citywide - 2021

Number: 0-00-00-0-TRF-2021-02

Submitted: Kent J. Fugal, P.E., PTOE

Date: May 6, 2021

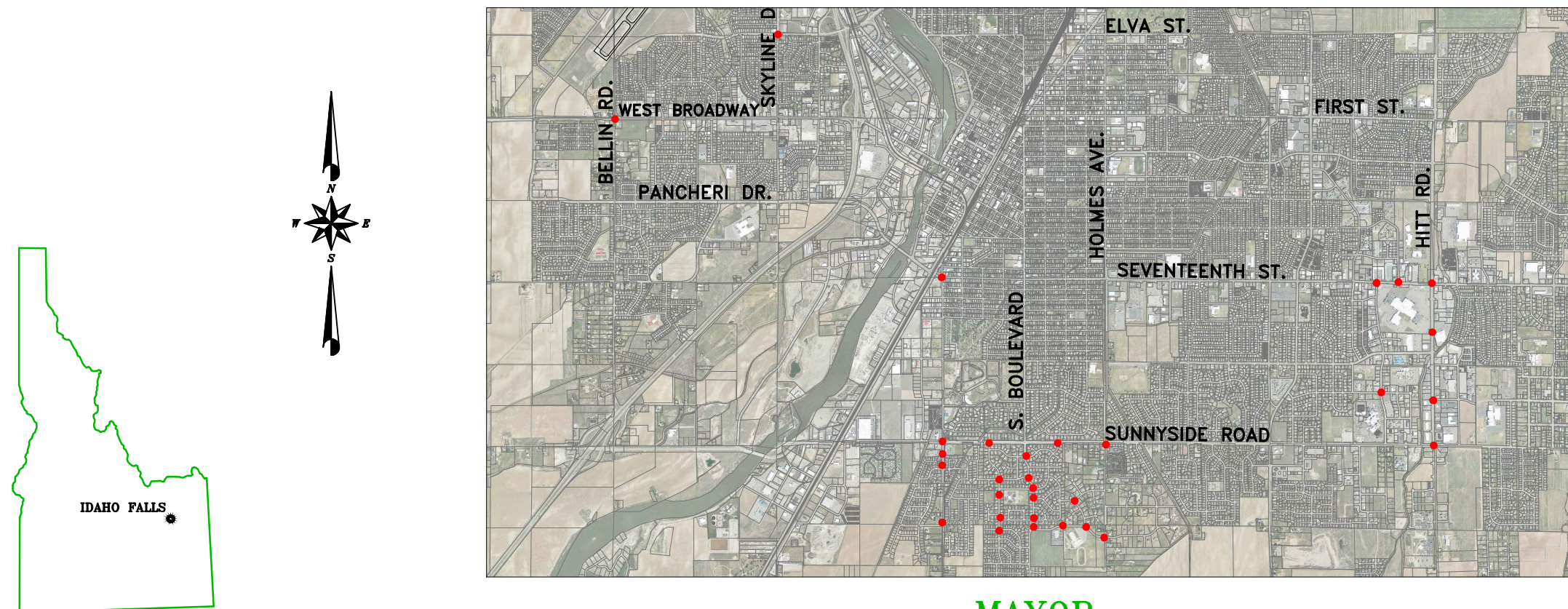
☒ AWARD THIS BIDDER

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Falls Striping LLC	
					Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 1100 - TRAFFIC SIGNALS & STREET								
11.01	1104.4.1.B.1	Thermoplastic Pavement Markings	11,488	SF	\$7.50	\$86,160.00	\$7.18	\$82,483.84
TOTAL						\$86,160.00	\$82,483.84	

THERMOPLASTIC CITYWIDE – 2021

PROJECT # 0-00-00-0-TRF-2021-02

PROJECT LOCATIONS



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

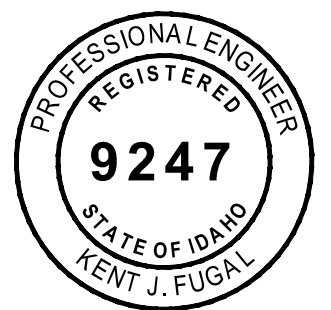
PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2021



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION		THERMOPLASTIC CITYWIDE 2021	
CHK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 0-00-00-0-TRF-2021-02	DATE PLOTTED: 04/28/21	SHEET NO. 1	OF 11
DWG NO. TRF-2021-02 TITLEPAGE			

File #: 21-123

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Friday, May 7, 2021
DEPARTMENT: Public Works

Subject

Bid Award - North Highland Park Concrete Improvements - 2021

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction in an amount of \$138,431.00 and give authorization for the Mayor and City Clerk to execute the necessary documents or take other action deemed appropriate.

Description, Background Information & Purpose

On Thursday, May 6, 2021, bids were received and opened for the North Highland Park Concrete Improvements - 2021 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to install approximately 650 square yards of concrete sidewalk along Elmore Avenue in Highland Park.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of livable community. Project improvements will improve walkability by installing sidewalk where none currently exists along Elmore Avenue.

Interdepartmental Coordination

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

Fiscal Impact

The cost allocation for this project will come from Wastewater Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

2-37-12-4-STR-2021-06
2021-6

City of Idaho Falls

Engineering Department


Bid Tabulation

Project: N Highland Park Concrete Improvements - 2021

Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-37-12-4-STR-2021-06

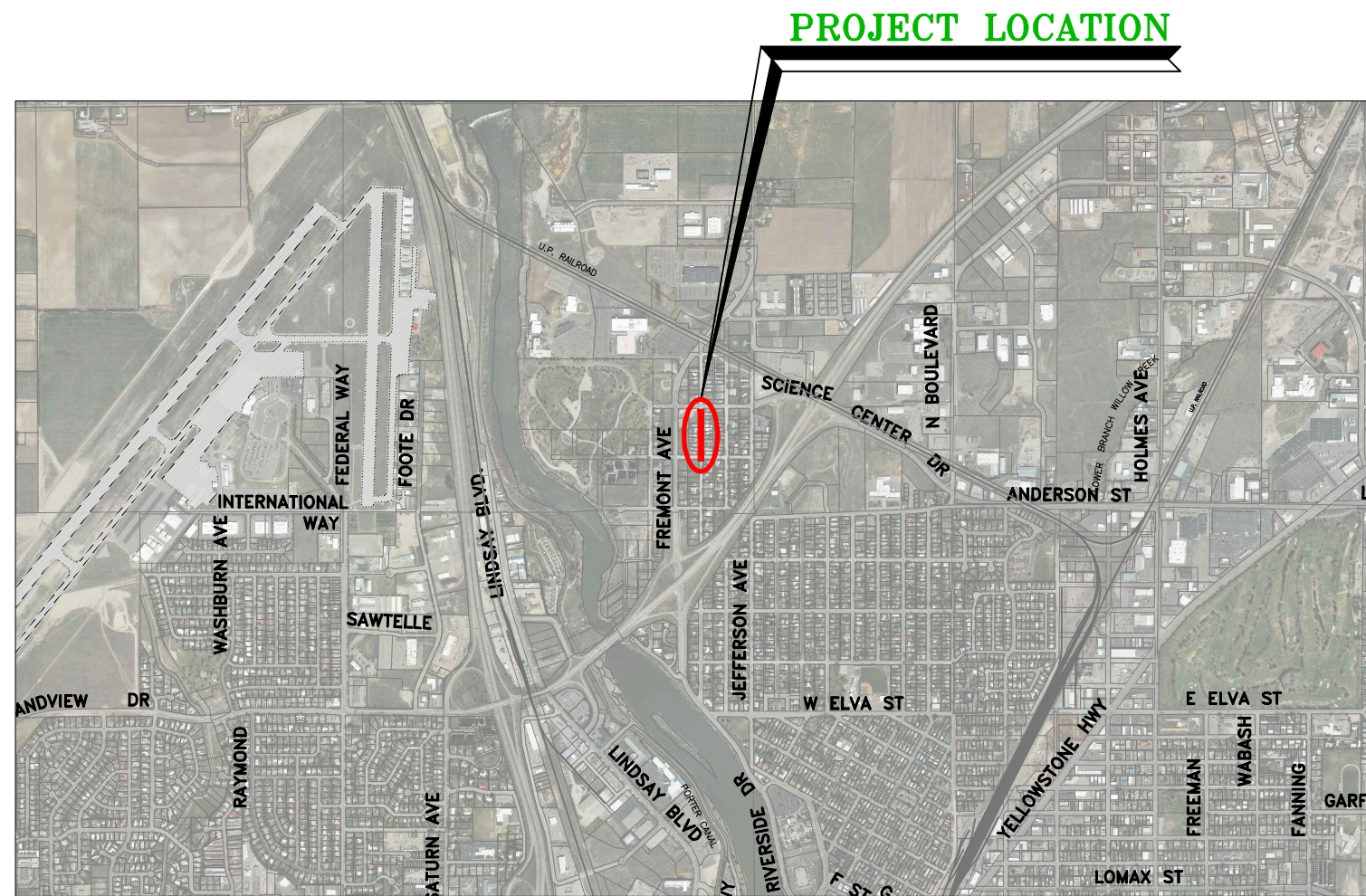
Date: May 6, 2021

 AWARD THIS BIDDER

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		3H Construction		HK Contractors		Sunroc Corp		Knife River Corporation	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
2.01	201.4.1.B.1	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$3,800.00	\$3,800.00	\$4,670.00	\$4,670.00	\$6,050.00	\$6,050.00	\$12,920.00	\$12,920.00
2.02	202.4.1.A.1	Excavation	200	CY	\$35.00	\$7,000.00	\$20.00	\$4,000.00	\$149.00	\$29,800.00	\$109.00	\$21,800.00	\$141.00	\$28,200.00
DIVISION 700 - CONCRETE														
7.01	706.4.1.E.1.a	Concrete Sidewalks, 4"	650	SY	\$80.00	\$52,000.00	\$95.00	\$61,750.00	\$70.00	\$45,500.00	\$108.50	\$70,525.00	\$91.65	\$59,572.50
DIVISION 800 - AGGREGATES & ASPHALT														
8.01	802.4.1.A.1	6" Crushed Aggregate for Base, Type I	116	CY	\$60.00	\$6,960.00	\$48.00	\$5,568.00	\$79.00	\$9,164.00	\$92.50	\$10,730.00	\$148.00	\$17,168.00
8.02	810.4.1.A.1	2.5" Plant Mix Pavement 1/2", PG 58-34	51	TON	\$110.00	\$5,610.00	\$275.00	\$14,025.00	\$229.00	\$11,679.00	\$250.60	\$12,780.60	\$290.00	\$14,790.00
DIVISION 1000 - CONSTRUCTION STORMWATER BMP's														
10.01	1005.4.1.H.1	Retaining Walls (4"-24")	89	LF	\$250.00	\$22,250.00	\$142.00	\$12,638.00	\$67.00	\$5,963.00	\$227.80	\$20,274.20	\$47.50	\$4,227.50
DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$13,480.00	\$13,480.00	\$29,600.00	\$29,600.00
20.02	2030.4.1.A.1	Manhole, Type 1, Adjust to Grade	1	EA	\$800.00	\$800.00	\$850.00	\$850.00	\$975.00	\$975.00	\$1,500.00	\$1,500.00	\$997.00	\$997.00
SPECIAL PROVISIONS														
SP-1	S0416A	Adjust Meter Pit, 1"	19	EA	\$400.00	\$7,600.00	\$325.00	\$6,175.00	\$440.00	\$8,360.00	\$1,140.00	\$21,660.00	\$598.00	\$11,362.00
SP-2	S0416C	Adjust Meter Pit, 2"	1	EA	\$400.00	\$400.00	\$375.00	\$375.00	\$595.00	\$595.00	\$1,140.00	\$1,140.00	\$598.00	\$598.00
SP-3	S2040	Remove & Reinstall Fence	74	LF	\$60.00	\$4,440.00	\$125.00	\$9,250.00	\$245.00	\$18,130.00	\$75.20	\$5,564.80	\$102.00	\$7,548.00
TOTAL						\$134,060.00		\$138,431.00		\$147,836.00		\$185,504.60		\$186,983.00

N. HIGHLAND PARK CONCRETE IMPROVEMENTS – 2021

PROJECT # 2-37-12-4-STR-2021-06



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

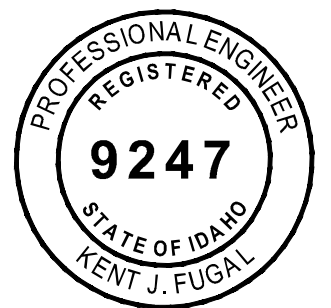
PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2021



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION		N. HIGHLAND PARK CONCRETE IMPROVEMENTS – 2021 TITLEPAGE	
CHK BY: K.J.F.	DSG BY: Y.G.	OWN BY: Y.G.	
FILE NO. 2-37-12-4-STR-2021-06	DATE PLOTTED: 04/29/21	SHEET NO. 1	OF 3
DWG NO. STR-2021-06 Titlepage			

Memorandum

File #: 21-109

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, May 3, 2021
DEPARTMENT: Municipal Services

Subject

Bid IF-21-26, Purchase of Fiber Inventory for Idaho Falls Power

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bids received from the lowest responsive and responsible bidders for bid items 5-10 and 14-18 to Anixter Power Solutions and Northern Power for a total of \$726,030.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

On April 22, 2021, Bid IF-21-26, the City Council approved a partial fiber inventory bid award. Idaho Falls Power held the award of certain items pending further engineering analysis to ensure the products that were bid met utility specifications. Upon review they do meet requirements and we recommend awarding the bids for items 5-10 and 14 -18 from IF-21-26 bid. Staff now seeks approval to award these items to the lowest responsive and responsible bidders for a total of \$726,030.00.

Alignment with City & Department Planning Objectives





The purchase of fiber inventory supports the growth and livable community-oriented results by replenishing required inventory for the Idaho Falls Power warehouse.

Interdepartmental Coordination

Idaho Falls Power are recommending bid awards for bid items 5-10 and 14-18 as identified on the bid tabulation.

Fiscal Impact

Funds to purchase the fiber inventory are within the 2020/21 Idaho Falls Fiber budget.

Legal Review

Legal has reviewed the bid process and concurs that the Council action desired is within State Statute.



Memorandum

File #: 21-105

City Council Meeting

FROM: Josh Roos, City Treasurer

DATE: Monday, May 3, 2021

DEPARTMENT: Municipal Services

Subject

Treasurer's Report for March 2021

Council Action Desired

☐ Ordinance

☐ Resolution

☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the Treasurer's Report for the month-ending March 2021 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending March 2021, total cash, and investments total \$146.2M. Total receipts received and reconciled to the general ledger were reported at \$16.7M, which includes revenues of \$13.5M and interdepartmental transfers of \$3.2M. Total disbursements reconciled to the general ledger were reported at \$19.2M, which includes salary and benefits of \$5.4M, operating costs of \$10.6M and interdepartmental transfers of \$3.2M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$133.6M.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

March, 2021

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$20,009,020.11	\$2,788,820.83	\$5,211,410.68	\$17,586,430.26
STREET	\$5,011,787.56	\$118,785.55	\$374,529.65	\$4,756,043.46
RECREATION	(\$61,328.15)	\$206,689.61	\$194,487.88	(\$49,126.42)
LIBRARY	\$4,386,554.12	\$317,187.58	\$310,213.80	\$4,393,527.90
AIRPORT PFC FUND	\$0.00	\$59,435.58	\$0.00	\$59,435.58
MUNICIPAL EQUIP. REPLCMT.	\$5,318,654.74	\$211,333.77	\$36,648.22	\$5,493,340.29
EL. LT. WEATHERIZATION FD	\$3,579,618.12	\$12,197.92	\$19,700.54	\$3,572,115.50
BUSINESS IMPRV. DISTRICT	\$96,239.22	\$343.42	\$141.43	\$96,441.21
GOLF	(\$780,434.47)	\$185,978.74	\$190,988.94	(\$785,444.67)
SELF-INSURANCE FD.	\$3,209,448.76	\$169,849.28	\$581,594.67	\$2,797,703.37
HEALTH & ACCIDENT INSUR.	\$4,625,207.26	\$5,609.40	\$6,797.14	\$4,624,019.52
EMERGENCY MEDICAL SERVICES	(\$1,502,007.82)	\$1,325,169.95	\$719,381.16	(\$896,219.03)
WILDLAND	\$868,071.37	\$232,132.01	\$624,763.50	\$475,439.88
MUNICIPAL CAPITAL IMP.	\$2,558,385.69	\$12,002.49	\$3,759.77	\$2,566,628.41
STREET CAPITAL IMPROVEMENT	\$921,566.61	\$88,966.08	\$368,019.09	\$642,513.60
BRIDGE & ARTERIAL STREET	\$967,440.68	\$6,276.60	\$1,421.74	\$972,295.54
SURFACE DRAINAGE	\$231,462.79	\$1,985.04	\$340.15	\$233,107.68
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,087,129.65	\$27,987.65	\$26,917.63	\$1,088,199.67
PARKS CAPITAL IMPROVEMENT	\$2,637.53	\$3,297.26	\$3.88	\$5,930.91
FIRE CAPITAL IMPROVEMENT	(\$2,132,075.52)	\$4,559.09	\$0.00	(\$2,127,516.43)
ZOO CAPITAL IMPROVEMENT	\$296,835.86	\$363.00	\$6,846.69	\$290,352.17
CIVIC AUDITORIUM CAPITAL IMP.	\$204,423.21	\$247.92	\$300.42	\$204,370.71
GOLF CAPITAL IMP.	\$319,886.61	\$25,612.12	\$470.10	\$345,028.63
POLICE CAPITAL IMPROVEMENT	\$1,000.00	\$0.00	\$0.00	\$1,000.00
AIRPORT	\$1,656,590.21	\$1,348,648.43	\$3,239,138.16	(\$233,899.52)
WATER	\$14,068,704.65	\$1,290,422.23	\$740,897.08	\$14,618,229.80
SANITATION	\$5,374,873.80	\$580,403.95	\$373,618.76	\$5,581,658.99
IDAHO FALLS POWER	\$51,743,806.21	\$5,902,126.93	\$5,236,775.31	\$52,409,157.83
FIBER	\$340,151.38	\$674,731.45	\$367,673.39	\$647,209.44
WASTEWATER	\$26,348,954.38	\$1,123,852.68	\$593,428.94	\$26,879,378.12
TOTAL ALL FUNDS	\$148,752,604.56	\$16,725,016.56	\$19,230,268.72	\$146,247,352.40

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Mar-21

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$507,516.72		\$332.29	\$507,849.01
LGIP					\$40,333,759.80		\$40,333,759.80
WELLS FARGO	\$45,417,595.26	\$12,175,921.08	\$14,391,376.49	\$1,005,022.89	\$0.00		\$72,989,915.72
DA DAVIDSON				\$520,330.00		\$6,267.69	\$526,597.69
WASHINGTON FEDERAL				\$260,353.17			\$260,353.17
LOOKOUT CU				\$270,360.73			\$270,360.73
KEY BANK	\$2,088,094.25	\$1,240,490.92	\$2,313,922.00			\$60,525.64	\$5,703,032.81
IDAHO CENTRAL				\$4,359,622.32			\$4,359,622.32
BANK OF IDAHO				\$6,626,046.13			\$6,626,046.13
BANK OF COMMERCE				\$2,039,639.09			\$2,039,639.09
	<u>\$47,505,689.51</u>	<u>\$13,416,412.00</u>	<u>\$16,705,298.49</u>	<u>\$15,588,891.05</u>	<u>\$40,333,759.80</u>	<u>\$67,125.62</u>	<u>\$133,617,176.47</u>

Memorandum

File #: 21-115

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Friday, May 7, 2021
DEPARTMENT: Municipal Services

Subject

Minutes from Council Meetings

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the minutes as described below (or take other action deemed appropriate).

Description, Background Information & Purpose

April 19, 2021 City Council Work Session; and April 22, 2021 City Council Meeting.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

April 19, 2021 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, April 19, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman (departed at 4:15 p.m./joined via WebEx at 4:48 p.m.)

Councilor Thomas Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Councilor John Radford (via WebEx at 3:08 p.m.)

Also present:

Chris Fredericksen, Public Works Director

Chris Canfield, Assistant Public Works Director

Brad Cramer, Community Development Services Director

Michael Kirkham, Assistant City Attorney

Bryce Johnson, Police Chief

Josh Deede, Police Sergeant/Animal Control Supervisor

Robert Wright, Library Director

Mary Lund, Library Board Chair

Randy Fife, City Attorney

Kathy Hampton, City Clerk

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Freeman, that Council receive the recommendations from the April 6, 2021 meeting of the Planning and Zoning Commission, pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Freeman, Burtenshaw, Francis, Dingman, Hally. Nay – none. Motion carried.

Calendars, Coronavirus (COVID-19) Update, Announcements and Reports, and Legislative Update:

April 22 and April 29, Idaho Falls Auditorium District (IFAD) Meetings

April 21, Administrative Professionals Day; Bonneville Metropolitan Planning Organization (BMPO) Policy Board Meeting; and clean-up project with Rotary and the Parks and Recreation (P&R) Department

April 22, Idaho Falls Power (IFP) Board Meeting; and City Council Meeting

April 23, SAUSA (Special Assistant United States Attorney) Meeting (virtual); and Association of Idaho Cities (AIC) Board Meeting (virtual)

April 26, Mayor's Office staff will begin the Mayor and Council budget

April 28, AIC Spring District Meeting

April 30, Arbor Day

May 1, Workers Memorial Day

May 4, Energy Communities Alliance (ECA) Webinar

May 6, Eastern Idaho Public Health (EIPH) monthly Board Meeting; and National Day of Prayer

May 10, City Council Work Session

August 11, City employee picnic

August 19, City employee benefits fair (tentative)

April 19, 2021 Work Session - Unapproved

Mayor Casper noted the May 10 Council Work Session will include some budget items discussion, the May 24 Council Work Session will include a Connecting Us – Sustaining Progress (CUSP) Steering Committee report, and Council photos will be taken at the May 13 City Council meeting.

COVID-19 – Mayor Casper stated there were 167 active cases in Bonneville County, which is more than half of the entire district; Bonneville County is in the moderate risk level; and Bonneville County has twice the number of total cases as compared to Bannock County, which has had more stringent mask requirements. She noted Idaho currently has 2017 COVID-related deaths.

Legislative Update – Mayor Casper noted Senate Bill (SB)1111aa passed earlier in the day. She expressed her dismay and frustration with this bill as she believes this bill will directly impact cities. She indicated this bill will move Idaho municipal elections to even-numbered years – the 2021 and 2023 elections will be for three-year terms. Mayor Casper stated the sub-agenda will also make City elections partisan. Councilor Freeman believes this bill will make it politics and not policy. Council President Dingman believes there may have been additional confusion about the editing for cities less than 100,000 population. She also believes this bill may include district-wide cities elections. Mayor Casper noted 75-80% of Idahoans live in cities. Brief comments followed. Mayor Casper stated the legislative session is anticipated to be concluded by May as other bills are still being discussed.

Liaison Reports and Council Concerns:

Council President Dingman had no items to report.

Councilor Radford had no items to report.

Councilor Hally stated the Idaho Falls Fire Department (IFFD) has received a new ladder truck. A formal ceremony will be forthcoming.

Councilor Francis stated Beth Swenson, Idaho Falls Public Library (IFPL) Assistant Director, received Librarian of the Year award from the Idaho Librarian Association.

Councilor Freeman had no items to report.

Councilor Burtenshaw had no items to report.

Discussion: Wastewater Rate Connection Fee Study and Iona Bonneville Sewer District (IBSD) Sewer Service Contract and Sewer Service Area:

Director Fredericksen stated the City entered into negotiations with the rate designer, Galardi Rothstein Group, to establish proposed connection fees for the City and IBSD. He noted the agreement with IBSD was extended through May pending these negotiations. Director Fredericksen stated the Wastewater Rate Study was to update the wastewater financial plan; evaluate Idaho Falls connection fees; develop new IBSD connection fees, and simplify IBSD rate design and implementation. He indicated the existing connection fee = \$1,107 and the proposed connection fee = \$1,285, which is a difference of \$178 or a 16% increase. He also indicated this proposed fee has been discussed extensively with the IBSD. Director Fredericksen reviewed connection fee comparison (of the proposed \$1,285) with Ammon – \$6,939 (\$1,300 Ammon and \$5,639 Eastern Idaho Regional Waste Water Authority (EIRWWA)) and IBSD – Class I, \$1,850; Class II, \$2,850; Class III, \$3,650. He stated the proposed fee for IBSD only had a Wastewater Treatment Plant (WWTP) component as IBSD does not benefit as much as regular customers from the collection system, therefore, the proposed connection fee for IBSD is \$582. He also stated the vast majority of connections to the City are on a 1" water service line, although fees increase per the size of the meter. Director Fredericksen reviewed the rate calculation, noting there was preference to simply the methodology. He stated one (1) monthly bill is sent to IBSD, which IBSD then bills their customers. He reviewed the calculation of Cost Category, Revenue Requirement (\$88,373.80), and Credits (\$16,068.70) for IBSD stating the credit percentage is 18.18%. Director Fredericksen stated additional rate alternatives were discussed, and, preference of staff and IBSD was for Alternative #2:

Existing Rate: \$2.90 per 1,000 gallons

April 19, 2021 Work Session - Unapproved

Proposed Rate: \$3.53 per 1,000 gallons

\$0.63 per 1,000 gallons (22% increase)

Director Fredericksen stated, per IBSD negotiations, there was agreement for the proposed rate and the proposed connection fee, however, there was disagreement on applying a 10% outside the City billing rate. He noted the October 2020 Fee Resolution indicates Outside of City Billing Rate is 110% of metered rates or non-metered rates as set. He reviewed the current sewer map, stating additional risks and costs are incurred as connections are further from the City's collection system. He also reviewed the proposed 10% increase/surcharge for IBSD which then totals \$0.98 per 1,000 gallons (34% increase). Director Fredericksen stated, also per IBSD negotiations, IBSD has requested to forgo an approved sewer boundary in lieu of flow-based restrictions. He indicated there is not existing capacity in the Sunnyside trunk line to fully serve the entire service area of IBSD and any expansions to the system need to be met with reductions to the system. He reviewed the urbanized development stating approximately 1,000 acres have been developed over the previous 8.5 years. He also stated there is excess capacity at the WWTP, and the Sunnyside trunk line is the only conveyance from the IBSD service area to the WWTP. Councilor Hally believes the City is selling an asset that is leveraged to IBSD customers. He questioned the disparity. Director Fredericksen stated he is unsure of the rates used by IBSD. Per Mayor Casper, Director Fredericksen stated proposed rates will be discussed with the City of Ucon in the future. Per Councilor Francis, Director Fredericksen stated the intent is to maintain the IBSD system to the same extent as the City's system. He also stated maintenance concerns have worked well in the past. Per Mayor Casper, Director Fredericksen explained the cost comparison of City versus IBSD customers stating City customers are billed on a monthly fee not based on a gallonage flow, and IBSD is based on actual use and flow through the meters. Councilor Freeman stated there have been numerous conversations regarding this item. He believes this Council wants to discourage urban sprawl, which he believes IBSD is doing. He believes the taxpayers/rate payers need to be protected. Councilor Radford agreed. He believes infill should be managed. Councilor Hally believes there are several entities that want to hook onto the sewer system. He is not willing to have the rate payers/taxpayers create an asset than someone else can leverage for their own growth or funding. He is in favor of the 10% and against growth. Council President Dingman believes the geographic area is how services are calculated and how cities are populated. She does not believe it's in the best interest to incentive development outside of the City. She believes a fair premium should be paid; the policies need to be consistent; the connection fees are fair and competitive, and it's time to right-size these relationships to ensure the City residents are not subsidizing any other City. Per Councilor Burtenshaw, Director Fredericksen explained the difference of the rate increase and the maintenance costs. Councilor Burtenshaw believes the sprawl should be geographic as capacity should be for infill. She agrees with the additional 10% for non-City entities. Councilor Francis believes the 10% makes sense as this is part of the operation of the system. Mayor Casper stated an agreement will be presented at a future Council Meeting.

Discussion: May Fee Resolution Request:

Director Fredericksen briefly reiterated/reviewed the proposed Wastewater Service Connection fees. Director Cramer stated the proposed Residential Plan Check Fee is trying to match the fee resolution that has been charged for a number of years. He is unsure when the mis-matched occurred although he noted the 25% has been charged since the inception of the TRAKIT software system in 2016. Per Mayor Casper, Mr. Fife stated cities have given rebates as requested and any overcharge could be considered, although he believes this should only go back contractually for four (4) years, per the statute of limitations. Mr. Kirkham stated prior to the City adopting a fee resolution in 2016, fees were contained in a variety of other City documents. The fee resolution was designed to contain all fees into one (1) document and to avoid any mischarge of fees. Per Councilor Freeman, Director Cramer confirmed this fee is based on a percentage. Mayor Casper noted a fee resolution is typically approved during the budget process. Per Councilor Burtenshaw, Director Cramer stated the amount of fees are unknown although he does not believe it will be an astronomical amount. Mayor Casper noted these are costs that have been

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incurred/expended. Mr. Kirkham stated the public hearing for these proposed fee increases is scheduled for the May 13 City Council Meeting. Councilor Francis believes any over-charge of fees should be discussed at another time. *As follow-up, Mayor Casper noted, per Director Cramer, the difference of charges amounts to approximately \$52.00 per permit.*

Discussion and Consideration: Animal Ordinance Amendments:

Mayor Casper cautioned the Council to be careful of passing ordinances where enforcement may take precious Idaho Falls Police Department (IFPD) resources. Mr. Fife stated Councilor Radford expressed his interest in the ordinance regarding 'fowl' and if the ordinance could be expanded beyond chickens. He noted other proposed changes include regulations of raising of chickens, ducks, and geese, it also regulates turkeys and quail and raising of rabbits. These features in this proposed ordinance would allow female domesticated birds in urban/outdoor backyard gardening, performed in a safe and hygienic way, and allows a certain number of birds or rabbits based on percentage. This does not allow slaughtering or the sale of eggs or meat, which is consistent with the zoning code. This proposed ordinance considers the number versus noise, smell, or other nuisance problems, and does not affect the dog ordinance. Mr. Fife stated he has worked with the IFPD and the Public Health District on the proposed ordinance. Councilor Hally indicated there have been numerous previous discussions regarding animals. He prefers the IFPD services be used elsewhere. Per Councilor Burtenshaw, Mr. Fife stated the definition of 'wild animals' has not changed, only the formatting has changed. Per Mayor Casper, Mr. Fife briefly reviewed ordinances in other cities. He stated he did not want to change the tradition of animals within the City. Councilor Radford believes there was interest across the board for more variability. He noted he has not received any complaints regarding chickens. He expressed his appreciation to the IFPD and Mr. Fife. Per Councilor Francis, Sgt. Deede believes this draft ordinance addresses the concerns of slaughtering of animals. Also per Councilor Francis, Mr. Fife stated his discussion with the Public Health District addressed the concern of slaughtering - he noted slaughtering is not allowed without a license; and, he is hopeful City residents do not abuse the sewage treatment with slaughtering. He believes it is unlikely that a public health risk would be created. Councilor Francis stated he is reluctant with these changes. Per Councilor Freeman, Sgt. Deede stated, regarding enforcement from Animal Control Services, 'we don't know what we don't know'. He also stated Animal Control Services tries to error on education versus citation and legal correction. Councilor Radford believes this may be educational for youth. He does not foresee much change. Mayor Casper stated this ordinance will be included on the May 13 City Council Meeting agenda. Chief Johnson believes there was collaboration with this ordinance and the process worked well although he believes any additional regulation generally creates the potential for additional work/enforcement.

Update: Idaho Falls Public Library (IFPL) Director and Board Chair:

Mayor Casper stated all employees of the Library are City employees although the governance of the Library, per State Statute, is relegated to a Board of Trustees which are appointed by the Mayor and approved by the City Council. She also stated Director Wright is hired by the Board of Trustees. Ms. Lund reiterated that the Library Board takes care of the library, however, the City funds the library. She also noted Councilor Francis attends all Library Board Meetings. Ms. Lund reviewed circulation by residence per City and County, noting circulation is lower due to COVID. She stated the Iona and Swan Valley branches are funded by Bonneville County based on usage. Ms. Lund also reviewed a comparison to other libraries by population served, staff expenditure, employees, materials budget, collection size, circulation, budget, percentage of staff expended, and percentage of materials. Director Wright noted 65% of expenditures nationwide are for employees. Ms. Lund reviewed the IFPL website as well as several presentation links that were created for National Library Week, April 4-10, 2021 with general comments throughout. She stated Kinderprep, Story Time, and other in-person events exceeding 50 individuals have been stopped at this time due to COVID. Councilor Burtenshaw questioned a partnership with the schools for these resources. Ms. Lund stated staff visited schools prior to the pandemic. She also stated electronic flyers have been

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distributed to the schools for the summer reading program. Director Wright stated, pre-pandemic, the library sponsored summer reading programs at several local school libraries. He briefly explained the outreach program. Ms. Lund stated 81,000 individuals attended programs at the IFPL, 1,890 programs were offered, and 58,000 children attended programs in 2019. She also stated there were 394,603 collection items in 2020. She believes the IFPL is an amazing resource in the community for items, services, education, facility, and is also a place for individuals that may be less fortunate. She indicated they are always trying to keep the IFPL fresh and new in some way. Per Mayor Casper, Director Wright is unsure at this point how the IFPL will move forward once the pandemic guidelines have been lifted. He noted there are more children's books checked out from the IFPL than all books checked out at the Pocatello Library. General comments followed. Councilor Burtenshaw believes the programming piece brings individuals into the IFPL. Councilor Francis believes the trustees are very dedicated. Ms. Lund stated the IFPL is looking at volunteers as more staff is needed.

Mayor Casper announced April 18 was Lineman's Day.

There being no further business, the meeting adjourned at 6:10 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, April 22, 2021

7:30 PM

City Council Chambers

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper requested Councilor Freeman to lead those present in the Pledge of Allegiance.

3. Public Comment.

Temporarily suspended.

4. Consent Agenda.

A. Idaho Falls Power:

- 1) 249686 Battelle Energy Alliance, LLC Renewable Energy Certificate Purchase
BEA, a management and operating contractor for the Department of Energy (DOE) at the Idaho National Laboratory (INL) solicited bids for Renewable Energy Certificate purchases. Idaho Falls Power has been awarded the contract to provide 19,611 renewable energy certificates totaling \$93,152.25 to supply their renewable and green energy needs.

B. Public Works:

- 1) Bid Award - Heritage Park Stormwater
On Thursday, April 15, 2021, bids were received and opened for the Heritage Park Stormwater project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to perform storm drainage installation in advance of constructing other park amenities.
- 2) Bid Award - Reinhart Park Splash Pad Parking Lot
On Thursday, April 15, 2021, bids were received and opened for the Reinhart Park Splash Pad Parking Lot project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to construct a parking lot to serve the

Reinhart Park splash pad.

- 3) Bid Award - WWTP Secondary Clarifier 1 Mechanism Reconstruction project
On Tuesday, April 13, 2021, bids were received and opened for the WWTP Secondary Clarifier 1 Mechanism Reconstruction project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into contract with the lowest bidder to perform reconstruction of the Secondary Clarifier 1 Mechanism.
- 4) Development Agreement -1457 Carson Street
This Development Agreement supports the community-oriented results of well-planned growth and development and reliable public infrastructure and transportation by ensuring that new development participates financially in expanding needed infrastructure.

C. Municipal Services:

- 1) Quote 21-017 Replacement Mower for Parks and Recreation Department
This purchase will replace unit #6806, a 2007 Jacobsen HR 9016 mower that has reached its useful life and scheduled for replacement. Unit #6806 will be sold on public surplus.
- 2) Bid IF-21-25, Purchase of Electrical Conductor for Idaho Falls Power
This request is to purchase various quantities of electrical conductor for Idaho Falls Power.
- 3) Bid IF-21-26, Purchase of Fiber Inventory for Idaho Falls Power
This request is for approval to purchase a variety of quantities of fiber inventory for Idaho Falls Power.
- 4) Treasurer's Report for February 2021
A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending February 2021, total cash and investments total \$148.7M. Total receipts received and reconciled to the general ledger were reported at \$13.9M, which includes revenues of \$12.8M and interdepartmental transfers of \$1.1M. Total disbursements reconciled to the general ledger were reported at \$13.3M, which includes salary and benefits of \$5.5M, operating costs of \$6.7M and interdepartmental transfers of \$1.1M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$138M.
- 5) Minutes from Council Meetings
April 5, 2021 City Council Work Session; and April 8, 2021 City Council Meeting.
- 6) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Councilor Burtenshaw, seconded by Councilor Radford, to accept the Consent Agenda

according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

5. Regular Agenda.

A. City Attorney

1) Resolution - Condemnation of Property for Expansion, Improvement, and Protection of the Idaho Falls Regional Airport.

The City of Idaho Falls, Idaho, owns and operates the Idaho Falls Regional Airport (Airport). Since the mid 1930's the Airport has grown into a vital part of the region's economic development and provides the public with easy access to air travel to the City, County, and region. The City's 2010 Airport Master Plan identified critical areas to the Airport operations that require additional adjacent land for the expansion, improvement, or protection of the Airport. The City has acquired some of this additional adjacent land through arm's length negotiations. However, the City's effort to negotiate for the property identified in this proposed Resolution has not been successful. City staff have negotiated with the property owner and made fair-market offers to purchase the property, but staff have been unable to reach agreement for the property. Therefore, it is recommended that the City exercise its eminent domain authority to acquire necessary right-of-way to complete the proposed intersection improvements.

Mr. Fife stated unsuccessful negotiations have been occurring over the course of the previous year. He stated the resolution is required for the court system filing. Mr. Fife reiterated there have been several correspondence as well as a number of offers, which have been unsuccessful. He noted a counter-offer was received although this was not fair market value and would be inappropriate for the City to pay. He also stated staff has been working with the Federal Aviation Administration (FAA) to ensure grant assurances continue and to ensure IDA remains viable. Per Councilor Francis, IDA Director Rick Cloutier confirmed the FAA has identified this property in the control approach zone. Councilor Hally believes IDA is a top-notch airport; the City has an excellent relationship with the FAA; millions of dollars come from the FAA, and it is necessary to protect the asset. Councilor Francis believes the Council is acting for the community. He also agrees this is an asset for the future of IDA. Council President Dingman concurred with the previous remarks. She believes this is not an ideal situation, however, the consequences of not following FAA are very severe to the community and to the region. She also believes safety is the number one responsibility. Councilor Burtenshaw also concurs with the previous comments. She believes IDA cannot continue to be out of compliance due to past practices. Mayor Casper stated Director Cloutier was able to identify inconsistencies with FAA grant assurances, and dialogue has occurred with several property owners. She believes there was amiability about the entire conversation including the legal rights of property owners.

It was moved by Councilor Hally, seconded by Council President Ziel-Dingman, for approval of

the resolution and authorization for the Mayor and City Clerk to sign the document. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally. Nay - Councilor Radford.

RESOLUTION NO. 2021-11

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ORDERING THE CONDEMNATION OF PROPERTY FOR EXPANSION, IMPROVEMENT, AND PROTECTION OF THE IDAHO FALLS REGIONAL AIRPORT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Idaho Falls Power

1) IF21-07 Change Order No. 5 Summit Line Construction 161kV Line Project

The following change order for \$423,464.00 is about eight percent (8%) of the total approved project, which is allowed to be executed by the Mayor or their Designee under Resolution No. 2020-26. However, staff felt it appropriate due to the magnitude of the dollar amount to bring to Council for approval. It is also unique in that the change is actually for additional work outside the original contractor's scope of work for the project. Originally, IFP crews were going to perform this construction work, but due to other construction and city growth projects, IFP is limited on internal resources to complete the project on the timeline needed. Furthermore, in comparing the cost analysis, the costs are comparable to what it would cost IFP internal crews versus having Summit complete with their current work on the project.

Idaho Falls Power Director Bear Prairie stated the original project regarding the construction piece amounted to \$5.1M. He also stated this approval will add scope of work for the contractor. He believes this is a competitive amount as compared to internal labor costs. Per Councilor Radford, Director Prairie confirmed this is only for the City's benefit and does not include Rocky Mountain Power (RMP).

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve Change Order No. 5 with Summit Line Construction for the 161kV Line Project from Lincoln Rd. to Paine Substation for a not-to-exceed amount of \$423,464.00. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

C. Public Works

1) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) to improve ADA Access and Crosswalks along 17th Street, 1st Street and Lincoln Road.

Attached for your consideration is a State Local Project Development Agreement with ITD for the ADA access and crosswalk improvements along 17th Street (Yellowstone Avenue to 25th East), 1st Street (Yellowstone Avenue to 25th East), and Lincoln Road (Northgate Mile to 25th East) project. The purpose of the project is to improve ADA access at intersections and thermoplastic stop bars and crosswalks as needed to better delineate safe street crossing locations.

Public Works Director Chris Fredericksen stated this project includes 57 locations along the designated routes, including approximately 20 corners with upgraded Americans with Disabilities Act (ADA) access points. He noted the City will be responsible for \$22,533 of the \$307,000 budget, most of which is paid by in-kind work. Per Councilor Francis, Director Fredericksen stated most of these areas do not currently have sidewalks, and are side-street intersections. Per Councilor Radford, Director Fredericksen explained the process of thermoplastic stating the life of the thermoplastic is approximately seven (7) years.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the State Local Agreement and Resolution with ITD for the 17th Street, 1st Street, and Lincoln Road ADA Access and Crosswalk Improvements and give authorization for the Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

RESOLUTION 2021-12

WHEREAS, THE IDAHO TRANSPORTATION DEPARTMENT, HEREFTER CALLED THE STATE, HAS SUBMITTED AN AGREEMENT STATING OBLIGATIONS OF THE STATE AND THE CITY OF IDAHO FALLS, HEREFTER CALLED THE CITY, FOR CONSIDERATION OF 17TH STREET, 1ST STREET AND LINCOLN ROAD X-WALKS.

D. Community Development Services

1) Approval of CDBG Contract for Professional Services

Attached is a professional services contract with Western Economic Services, LLC (WES) for development of the 2021-2025 5-Year Consolidated Plan and Analysis of Impediments to Fair Housing. The total contract amount is \$61,460. These plans and reports are due to HUD by August 4th. Typically, the City Council does not review CDBG contracts even when they exceed the \$50,000 threshold because the expenditures are approved during the grant allocation approval process. In this case, however, the Council has only reviewed two-thirds of the cost during the CV-1 and CV-3 grant approval processes. The remaining one-third of the cost will come from the 2021 CDBG grant, which has already been allocated to the City by HUD but which has not gone through the full allocation process by the City. That process will take place as part of this project. In short, the full \$61,460 will be covered by grant funds and no general funds will be applied. The cost is also sufficiently covered in the current CDBG budget. Because Council had not reviewed that one-third, CDS and Legal staff agreed the contract should be reviewed and approved through the standard approval process.

Community Development Services Brad Cramer stated it was noted during the Coronavirus (COVID-19) grant dollar hearings that administrative dollars would be used for this plan. He noted the deadline for this plan was earlier than anticipated, although, due to the office activity he does not believe there is staff capacity to accomplish the deadline without outside consulting. Per Councilor Francis, Director Cramer stated this consultant specializes in this type of agreements. He also stated the consultant will be looking at the Comprehensive (Comp)

Plan, the zoning ordinance, and the Community Development Block Grant (CDBG) plan to ensure there is opportunity for affordable housing. He believes this will be the deepest dive in the CDBG program. Per Councilor Burtenshaw, Director Cramer stated 'something' will have to be adopted at the end of this process in order to maintain the CDBG program. He also stated Council will be involved along the way. Councilor Radford believes the City is fortunate to have this program. He expressed his appreciation to Director Cramer and Grants Administrator Lisa Farris. Councilor Francis believes this is the right time for a consultant.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Professional Services contract with Western Economic Services, LLC and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Rising Sun Townhomes Division No. 1.

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Rising Sun Townhomes Division No. 1. The Planning and Zoning Commission considered this item at its August 5, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Director Cramer stated this property includes 75 units. Per Councilor Francis, Director Cramer explained the net density is calculated for the number of units only upon the land upon which they are built and does not include public streets, storm ponds, and parks. He noted the Planned Unit Development (PUD) is meant to give a density bonus. Director Cramer also explained the gross acreage is the entire area of development and calculates the number of units on the overall boundaries. This does include public streets, storm ponds, and parks.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Development Agreement for Rising Sun Townhomes Division No. 1 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Rising Sun Townhomes Division No. 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Rising Sun Townhomes Division No. 1 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

3) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and

Reasoned Statement of Relevant Criteria and Standards for M&B: 70.496 acres, a part of the SW1/4, Section 6, Township 1 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation/Initial Zoning to R1, R3, and LC, which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 70.496 acres, a part of the SW1/4, Section 6, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its February 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper noted this hearing will include the desired actions for agenda items 3 and 4.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Mayor Casper requested applicant presentation.

Kurt Roland, Eagle Rock Engineering, appeared via WebEx, on behalf of the developer. Mr. Roland stated this property is south of Southpoint Subdivision, the requested annexation is approximately 70 acres, and the initial zoning request is for R1, R3, and LC. He explained the specific zones for the property, stating R1 currently exists on the property.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration in current zoning

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is intended to be a zone of mixed uses.

Slide 3 - Aerial photo of property under consideration

Director Cramer stated single-unit detached homes are the predominantly developing uses in this area.

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated the most recently annexed portion of Southpoint includes R3 zoning.

Slide 5 - Initial Zoning Exhibit Map

Director Cramer stated R1 transitions to R3 which transitions to LC.

Slide 6 - Image from the Comprehensive Plan

Director Cramer noted this slide was not included in the Planning and Zoning (P&Z) Commission hearing. He stated this area has been labeled as a preferred neighborhood alternative which includes a transition from single-unit homes to higher-density homes to a mix of uses. He noted this image has been included in the Comp Plan for at least 15 years and has been planned for the southern end of the development since the inception of Southpoint.

Slide 7 - Missing Middle Housing (MMH) Report - Missing Middle Housing and Walkable Centers

Director Cramer stated this report specifically talks about developing walkable centers on

undeveloped land where medium-density housing could be built. He noted the corner of E. 65th South and S. 5th West are included in the list of places for the City to consider as a future walkable center. He also noted adjacent land has intentionally been left vacant for future potential retail services.

Slide 8 - Photos looking at the area from various angles

Per Councilor Francis, Director Cramer confirmed Glade Loop is zoned R3. Mr. Roland believes this area has smaller patio homes. Per Councilor Freeman, Director Cramer clarified a version of the Comp Plan has been modified. Per Councilor Francis, Director Cramer stated Missing Middle Ready is an area that is close to a current or future walkable area from existing residences. He noted Park Place, Ivywood, and the majority of Southpoint are naturally more walkable due to the gridded pattern and smaller blocks. He also noted MMH includes single-family homes, mid-rise apartments, duplexes, townhomes, and accessory dwellings as allowed in R1 and R3. Per Councilor Burtenshaw, Director Cramer stated any widening of the road will occur at the time of platting, roads are not typically annexed until the City boundary is on both sides of the road, and this will be a developer obligation.

Mayor Casper requested any public comment.

Earl and Patty Lavagnino, Palisade Drive, appeared via WebEx. Mr. Lavagnino stated he and Ms. Lavagnino have resided in Southpoint since 2019. He also stated at the time of the purchase of the lot, the existing master plan was looked at and it looked good with the proposed plans. Mr. Lavagnino expressed his concern and his objection to R3. He indicated 'something' is being built near the entrance to Southpoint, and he expressed his concern for this structure. He stated their house was custom built per the master plan but he expressed his concern that plans have changed and the commercial area has expanded beyond 65th South. He is unsure of the plan but he does not believe this will be the same Southpoint. Mr. Lavagnino is hopeful that the Council will consider and not change the master plan. Mr. Lavagnino stated he would like to know what the developer is going to build as R3. He questioned if this part of the development will be part of the Home Owners Association (HOA); if this is not part of the HOA will a dividing wall be built, and what is the structure near the entrance. He believes this area should be zoned R1. Ms. Lavagnino expressed her concern for the value of the neighborhood being different than what it currently is.

Per Councilor Francis, Mr. Fife stated development is irrelevant to the annexation and initial zonings although a range of activities within the zoning can be discussed. Also per Councilor Francis, Mr. Roland confirmed the area east of Palisade Drive is proposed as R1, which is consistent with the northern area.

Seeing no additional testimony, Mayor Casper closed the public hearing.

Councilor Radford stated he is heartened to see the variabilities that leads for interesting opportunities. He believes individuals are interested in the varied approach to this initial

zoning. He is also hopeful for walkable centers to the south. Councilor Francis stated he understands the concerns although R1 and R3 are currently in the area and R3 can have beautiful development. He believes this follows the Comp Plan, and he is in favor of walkable and livable communities. Councilor Freeman echoed the Comp Plan matching this area. He believes this gives individuals the opportunity for services near their homes. Councilor Burtenshaw noted School District 91 still owns two (2) lots on 65th South.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 70.496 acres, a part of the SW1/4, Section 6, Township 1 North, Range 38 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

Per Mayor Casper, Director Cramer clarified the number of acres had been slightly adjusted since the P&Z hearing.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3382

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 70.496 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 70.496 acres, as described in the previous motion. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

- 4)** Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning-Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 70.496 acres, a part of the SW1/4, Section 6, Township 1 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1, R3, and LC, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 70.496 acres, a part of the SW1/4, Section 6, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its February 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

It was moved by Councilor Radford, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Low Density, Higher Density, Employment Center, and Commercial" and approve the Ordinance establishing the initial zoning for R1, R3, and LC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area

annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3383

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 70.496 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, R3, AND LC ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R1, R3, and LC and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

- 5) Public Hearing-Rezone from PB to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 7.99 acres, SW1/4, Section 28, Township 2 North, Range 38 East. Attached is the application for Rezoning from PB to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for M&B: 7.99 acres, SW1/4, Section 28, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 16, 2021, meeting and recommended approval by a vote of 5-2. Staff concurs with this recommendation.

Councilor Burtenshaw recused herself from this item.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record.

Mayor Casper requested applicant presentation.

Kurt Rowland, Eagle Rock Engineering, appeared via WebEx, on behalf of the owners. Mr. Rowland stated this property is approximately eight (8) acres on the northeast corner of the intersection of Woodruff and Sunnyside. He also stated the rezone request is from Professional Business (PB) to Limited Commercial (LC). He noted adjacent zoning to the south is LC and adjacent zoning to the west is PB.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration in current zoning

Director Cramer confirmed adjacent areas include PB, LC, R1 and RP zones.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated the LC and PB zones would not be inconsistent with the Comprehensive Plan. He also stated this property was previously zoned Medical Services (MS) until the City re-wrote the zoning ordinance and this zone was merged with the PB zone. Director Cramer indicated the reason for merging the zones was that PB was almost exclusively office use. MS was written to allow a zone near hospitals and major medical centers that also allowed services near hospitals such as hotels, small retail, and restaurants. MS also allowed a 15,000 square foot pharmacy. Director Cramer stated the MS zone, because it was an open zone, was being requested in areas far away from any medical center. Therefore, staff believed these things could be combined. However, the hotel and the 15,000 square foot pharmacy was not included in the combined zone. Director Cramer stated when the ordinance was re-written, staff believes the PB zone was the closest option to the MS zone. He also stated the owner was not pleased with the allowed uses in the zone and has requested a rezone. He indicated staff was aware the rezone would be requested.

Slide 3 - Aerial photo of property under consideration

Director Cramer stated there is a significant amount of single-unit residential in the adjacent area. There are also multi-unit residential, commercial, and offices in the adjacent area.

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated the property is currently vacant.

Slide 5 - Photos of property under consideration

Slide 6 - Missing Middle Housing (MMH) Report - Missing Middle Housing and Walkable Centers

Director Cramer identified the broader Channing area as a Missing Middle Ready Neighborhood. The report also specifically identified a walkable center to be considered at Woodruff Avenue and Sunnyside Road. Director Cramer believes either zone fits in this area.

Slide 7 - PB and LC Development Standards

Director Cramer stated the PB zone allows a 20' setback from all streets, a 15' landscape buffer along each street, a 15' buffer from any residential, and no maximum height. He also stated LC has a 20' setback although this can be reduced to 10' if the buildings are pushed forward and parking is in the back, a 20' landscape buffer although this can be reduced to 10' if the buildings are pushed forward and parking is in the back, a 20' buffer from residential which can also be reduced, and no maximum height.

Slide 8 - Uses allowed in LC but not in PB

Director Cramer believes this was a concern.

Per Council President Dingman, Director Cramer confirmed access points will be determined during development. Per Mayor Casper, Director Cramer clarified if the Council chooses to deny a rezone the specific reason(s) must be identified in the Reasoned Statement per the Comprehensive Plan policy. Per Councilor Francis, Director Cramer confirmed either zone is consistent with the Comp Plan. Also per Councilor Francis, Director Cramer believes any concerns must be relevant to the question at hand.

Mayor Casper requested public comment. No one appeared.

Per Councilor Francis, Mr. Fife confirmed all information from the P&Z hearing and packet should be part of the decision-making process.

Mayor Casper closed the public hearing.

Councilor Francis expressed his concern for the potential uses in this area as there are only possibilities within the options. Mr. Fife stated the Council has the discretion when making law including broad discussion and broad information/input in order to create a Comprehensive Plan for general guidance and to identify any uses allowed within the definition. He also stated there is a different process when the Council applies the law to a specific piece of property or person. That process converts the Council from a legislative body to a quasi-judicial body. Mr. Fife stated the task of the Council is to honor the property rights identified by the Council and allow the developer to have those rights unless there is evidence to the contrary that can be supported. He also stated a reason of Reasoned Statement of Relevant Criteria and Standards is to show the reviewing body wasn't arbitrary, capricious, or against the weight of the evidence; discretion is for the appropriate zone; and the Council must logically apply reasons for the right or inappropriate zoning change. He noted it was not illegal for the City to apply the PB zone to this property, the property owner has the right to request a change, and the Council must decide if this is appropriate within the rules. Councilor Francis believes there are obligations to the community and adjacent development should influence the balance of property rights within the law. Per Councilor Radford, Mr. Fife explained several reasons for challenging a rezone. Councilor Hally recalled previous hearings with the adjacent properties. Councilor Freeman reiterated the LC allows setbacks and buffering. He believes the zoning will provide the buffer as intended. He also believes the property owner should have the right and opportunity to develop as requested. Council President Dingman stated she is struggling to find where this rezone does not meet the standards. She noted the LC zone is more restrictive in buffering. She also noted the adjacent areas are zoned PB and LC. She believes a rezone can be a difficult decision, however, when a zone is not filled, she believes the wrong zone is in place.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Ordinance Rezoning M&B: 7.99 acres, SW1/4, Section 28, Township 2 North, Range 38 East from PB to LC under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Hally, Radford, Dingman, Freeman. Nay - Councilor Francis.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3384

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 7.99 ACRES IN THE SW1/4, SEC 28, T 2N, R 38E AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PB ZONE TO LC ZONE; AND

PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from PB to LC and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Freeman, Hally, Radford. Nay - Councilor Francis.

6. Announcements.

Councilor Radford announced April 22 as Earth Day. He recognized the City's forefathers and the efforts by IFP to reduce the City's carbon footprint. Mayor Casper announced May 6 as National Day of Prayer; and May 9 as Mother's Day.

7. Adjournment.

There being no further business, the meeting adjourned at 9:27 p.m.

CITY CLERK

MAYOR



Memorandum

File #: 21-101

City Council Meeting

FROM: Pam Alexander, Municipal Services Director

DATE: Monday, May 3, 2021

DEPARTMENT: Municipal Services

Subject

Sole Source Purchase of Dehumidification System at the Wes Deist Aquatics Center

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Municipal Services and Parks and Recreation departments request the authorization to advertise the City's intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorize the City to then issue a purchase order to Norbryhn Equipment Company (NEC) for a total of \$ 293,275.00 or take other action deemed appropriate.

Description, Background Information & Purpose

On June 16, 2020, an evaluation team consisting of architecture, in-door aquatic design, structural, mechanical, and electrical engineering professionals conducted a comprehensive facility assessment of the 34.5-year-old Wes Deist Aquatics Center. The evaluation consisted of life safety, short-term and long-term recommendations, with the facility's dehumidification units and supply ductwork throughout the natatorium being a recommendation for immediate replacement. The facilities current dehumidification units are over 20-years old and no longer effectively provide adequate dehumidification of the facility.

Alignment with City & Department Planning Objectives



The purchase of the dehumidification system supports the livable community-oriented result by providing public access to recreational facilities.

Interdepartmental Coordination

This is a multi-departmental project with representatives from Municipal Services and Parks and Recreation department coordination.

Fiscal Impact

A total of \$1,018,000 was approved in the 2020/21 budget as a one-time project for completing facility items identified in the comprehensive facility assessment.

Legal Review

Legal has reviewed the sole source request and concurs that the Council action desired is within State Statute.



NORBRYHN EQUIPMENT COMPANY

QUOTE #27387-1

QUOTE TO

City of Idaho Falls

Date: March 08, 2021

JOB INFORMATION

Wes Deist Aquatic Center - Idaho Falls

BID DATE: 3/8/2021

DRAWING DATE: None

ADDENDUMS ACKNOWLEDGED: None

QTY	DESCRIPTION	SELL PRICE
1	[Innovent Model NDHU-OU-PL-36000-EH-AC-EH-460] Natatorium Dehumidification Unit	
	Per Approved Submittal Dated 04-28-2021	
1	5 Year Compressor Warranty	
1	2-3 days of factory startup assistance on the same visit for both units. Actual startup will need to be done by your technician	
Total Net Price: Includes Freight Excludes Tax		\$293,275.00

Notes:

- Tax is not Included in Pricing
- Exclusions: Tax, Installation, Start-up, Storage, and anything not specifically included in the Submittal.

Respectfully Submitted,

Josh Norbryhn

Sales Engineer

STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE - EQUIPMENT & PARTS

1. **OFFER AND ACCEPTANCE:** Norbryhn Equipment Company, Inc. (NEC) is a manufacturer's agent representing the various suppliers quoted in this proposal. Acceptance of this proposal is deemed to be acceptance of the terms and conditions set forth by the various suppliers represented herein. All orders accepted by NEC and its suppliers are with the express condition that the purchaser agrees with the terms and conditions appearing in this proposal. NEC and its suppliers failure to object to the provisions contained in the Buyer's purchase order or other communications shall not be deemed a waiver of the terms and conditions hereof or acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon NEC and its suppliers unless made in writing and signed by an Officer of NEC and its suppliers
2. **PRICE POLICY:** Quotations are subject to acceptance within thirty (30) days from the date of quotation.
3. **TAXES:** Taxes are not included in the prices quoted on this proposal. The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Buyer.
4. **INSTALLATION:** This proposal does not include installation labor, supplies, or rigging unless otherwise noted in the proposal.
5. **PRODUCT CHANGES:** In the interest of continuous product improvement, NEC and its suppliers reserve the right to change specifications and/or design without incurring obligation.
6. **TERMS:** Terms of payment are "Net 30 days" and are subject at all times to the approval of NEC and its suppliers' Credit Departments. NEC reserves the right to charge interest in the amount of one and one-half percent (1.5%) per month on any outstanding balance.
7. **DELIVERY:** Supplier shipment dates are an approximation and shall not be binding on NEC or its suppliers unless specifically agreed to in writing by an officer of NEC. Shipment shall be F.O.B. Factory with title passing to Buyer upon delivery to the carrier by NEC or its suppliers.
8. **CLAIMS:** The responsibility of NEC and their suppliers ceases upon delivery of goods in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to NEC within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and factory order numbers. As all goods are shipped at Buyer's risk, damage must be so noted on signed delivery receipt and any claims for damage or shortage in transit must be filed by Buyer against the transportation company.
9. **CANCELLATION:** NEC reserves the right to collect cancellation charges including, but not limited to all costs, expenses and reasonable overhead and profit.
10. **DELAYS:** NEC and its suppliers shall not be liable for any delays caused by riots, strikes, fires, floods lack of transportation, accidents or due to disapproval of credit by NEC, or any other contingency beyond its control. In the event of disapproval of credit, NEC may, at its sole option, cancel Buyer's PO without any liability to NEC or its suppliers.
11. **O&M DATA:** NEC shall deliver operation and maintenance data after delivery of product, provided Buyer is current with its financial obligations to NEC.
12. **RETURNED GOODS:** Goods may not be returned except by permission NEC and when so returned will be subject to a handling charge and transportation costs. Authorized return goods should be returned to suppliers as directed by NEC.
13. **WARRANTY:** NEC and its suppliers warrant to the original purchaser that the products manufactured or supplied by them are free of defects in material and workmanship if properly installed, maintained and used under normal conditions. The obligation of NEC and its suppliers is limited to, at their option, repairing or replacing, F.O.B. point of manufacture or office of NEC, any part or parts under this warranty which shall thus prove defective within *one year after* shipment to the original purchaser (some suppliers may extend the warranty to one year after startup, or eighteen months after shipment, whichever occurs first). NEC and suppliers' examination shall disclose to their satisfaction the warranty status of parts claimed to be defective; warranty shall be valid provided such part or parts are returned to the supplier's manufacturing point or NEC office with transportation charges prepaid and provided that NEC and its suppliers receive written notice of such defect within 15 days of the failure of the product and provided product has been paid in full. The term "original purchaser", as used in this warranty shall mean that person to whom the product was originally supplied. This warranty shall not apply to, and neither NEC nor its suppliers shall be liable for, any part which has been damaged by or subjected to misuse, abuse, overload, misapplication, neglect, accident, improper installation, modification, adjustment, alteration or repair. This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use and of all other obligations or liabilities of NEC or its suppliers; NEC and its suppliers neither assume nor authorize any other person to give or assume any other warranty or liability in connection with these products.
14. **LIMITATION OF LIABILITY:** NEC and its suppliers shall not in any event be liable for loss, damage or expense directly or indirectly arising from the use of said products nor from any other cause, nor for penalties, nor for indirect, special, consequential, incidental or liquidated damages and neither NEC nor its suppliers shall incur any liability whatsoever until full payment for products has been received. In no event shall NEC's liability for direct or compensatory damages exceed the payments received by NEC from Buyer under Purchase Order.

Memorandum

File #: 21-124

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Friday, May 7, 2021
DEPARTMENT: Public Works

Subject

17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement.

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the 17th Street and Woodruff Avenue Intersection Improvement Right-of-Way Agreement; and, authorization for the Mayor and City Clerk to sign the document or take other action as deemed appropriate.

Description, Background Information & Purpose

Please find attached for execution a right-of-way agreement with Fast Stop 1147 Inc. for the sale of property to accommodate improvements to the 17th Street and Woodruff Avenue Intersection project. The purchase value was negotiated and involves Parcel 15 for \$126,662.00.

Alignment with City & Department Planning Objectives



- ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒

This right-of-way purchase supports the community-oriented result of reliable public infrastructure and transportation by allowing for capacity and safety improvements at the intersection of 17th Street and Woodruff Avenue.

Interdepartmental Coordination

Other appropriate departments have reviewed project plans and this agreement.

Fiscal Impact

The 17th Street and Woodruff Avenue intersection improvement project is federally funded. Right-of-way funds have been programmed to address necessary land acquisition to construct the project. The city will receive reimbursement at 92.66% of the cost of right-of-way acquisition. Sufficient funding and spending authority exist to acquire necessary right-of-way.

Legal Review

The agreement was prepared by the Legal Department.

**RIGHT-OF-WAY AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO
AND FAST STOP 1147 INC.**

Parcel No.: 15
Project Name: 17th Street & Woodruff Ave. Intersection Improvements
Project No.: A014(024)
Key No.: 14024
County: Bonneville

THIS RIGHT-OF-WAY AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND FAST STOP 1147 INC. (hereinafter "ROW Agreement"), is made this ____ day of 04-28-21 2021, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and FAST STOP 1147 INC., a Utah corporation, whose mailing address is 2780 Adams Ave., Ogden, Utah 84403 (hereinafter "GRANTOR").

WITNESSETH:

In consideration of the premises, CITY and GRANTOR agrees as follows:

1. **Sale of Property.** GRANTOR agrees to sell and CITY agrees to buy the following property:

a. Those certain real properties described as Parcel 15A as it is shown on the 17th STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT, recorded with the Office of the Recorder for Bonneville County, Idaho as instrument number 1654218, dated: 09/02/2020 and attached hereon as Exhibit "A" and by this reference made a part hereof, said real properties hereinafter being referred to as "Real Property."

b. All improvements, landscaping and appurtenances located upon the Real Property, all of which shall collectively be referred to hereinafter as "Improvements."

The Real Property and the Improvements shall hereinafter be collectively referred to as the "Property."

2. **Purchase Price.** In consideration of the conveyance of the Property, CITY agrees to pay GRANTOR as just compensation the sum of **ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED SIXTY TWO (\$126,662) DOLLARS**. In further consideration, CITY and GRANTOR agree that it has been

determined by CITY that the existing C-78 sign on the Right-of-Way, described herein and as illustrated by Exhibit "B" attached hereto and made a part of this agreement, is in compliance with the size requirements of the current CITY Sign Code and can therefore be relocated for this parcel. GRANTOR acknowledges and agrees to accept such payment and consideration as compensation for the conveyance of the Property and all damages of any kind suffered, or to be suffered, on account of the conveyance contemplated herein. Payment of the entire purchase price shall be due and payable in full at the closing.

3. Closing. Closing shall occur on or before _____, 2021 at a time and place mutually agreeable to the parties.

4. Deeds. The Property shall be conveyed to CITY by Right-of-Way Deed, free and clear of all liens and encumbrances as are expressly listed in Exhibit "A" attached hereto. Such Right-of-Way Deed shall be delivered to the City at closing and shall be in substantially the same form as Exhibit "A" attached hereto. In the event the Property is conveyed subject to such listed encumbrances, grantor shall fully, faithfully, and timely perform all terms, conditions and covenants associated with such encumbrances and shall indemnify, defend and hold the CITY harmless therefrom. All covenants, conditions, representations and warranties set forth in this ROW Agreement shall survive the closing of this transaction and delivery of such deeds.

5. Taxes. GRANTOR shall pay all taxes and assessments levied or assessed against the Property for the year 2021 prorated to the date of closing. CITY may withhold from the amounts due GRANTOR at closing an amount reasonably estimated to equal GRANTORS' share of the 2021 taxes.

6. Possession. Possession of the Property shall be delivered to CITY immediately following closing.

7. Attorney Fees. In the event either party defaults in the performance of the terms and conditions set forth herein, the defaulting party agrees to pay the reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and conditions hereof.

8. Binding Effect. This ROW Agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

9. Construction. In construing this ROW Agreement, and where the context so requires, the singular includes the plural and the masculine includes the feminine and neuter.

10. Complete Agreement. This ROW Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties with respect to the

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF IDAHO FALLS, IDAHO
"CITY"

By: _____

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

FAST STOP 1147 INC.
"GRANTOR"

By: _____


SAUD SHAHRAM – Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is 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.

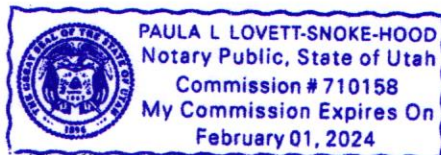
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF Utah)
) ss:
County of Weber)

On this 28th day of April, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared SAUD SHAHRAM known or identified to me to be the PRESIDENT of the FAST STOP 1147 INC., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said corporation.

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



(Seal)

Paula Lovett-Snoke-Hood
Notary Public of Utah
Residing at: 733 7th St Ogden UT 84404
My Commission Expires: Feb 01, 2024

EXHIBIT A

RECORDER'S CERTIFICATE

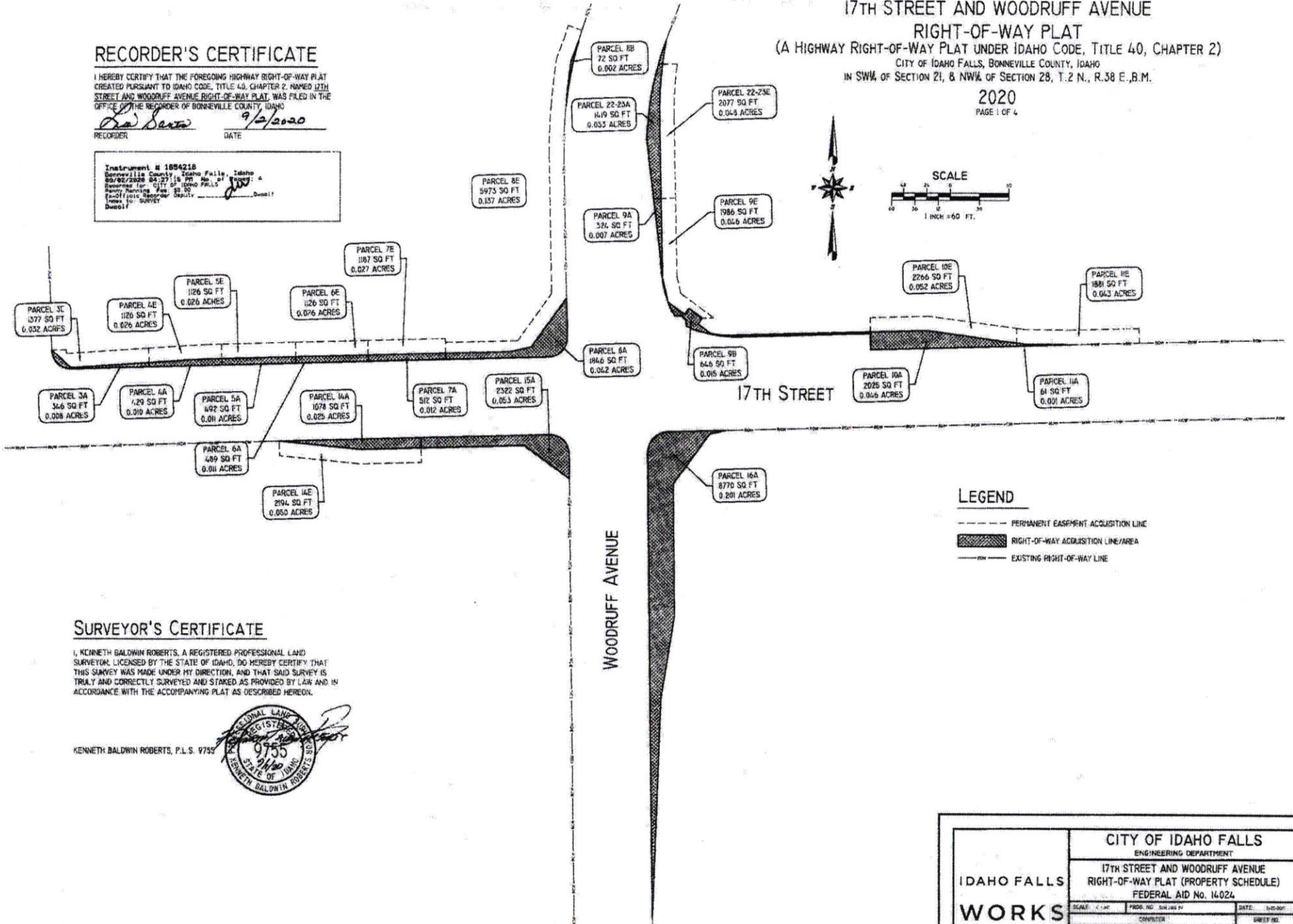
I HEREBY CERTIFY THAT THE FOREGOING HIGHWAY RIGHT-OF-WAY PLAT CREATED PURSUANT TO IDAHO CODE, TITLE 40, CHAPTER 2, NAMED 17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

RECORDED 9/2/2020 DATE

Instrument # 1054218
Bonneville County, Idaho Falls, Idaho
89/02/2828 84:27 16 PM No. of
Bearing for CITY OF IDAHO FALLS
Party Having Fee: \$2.00
Each Official Recorder's Duty
Fees to: SURVEY
Dedict

17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2) CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO IN SW¼ OF SECTION 21, & NW¼ OF SECTION 28, T.2 N., R.58 E., B.M.

2020
PAGE 1 OF 4



SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

KENNETH BALDWIN ROBERTS, P.L.S. 9755



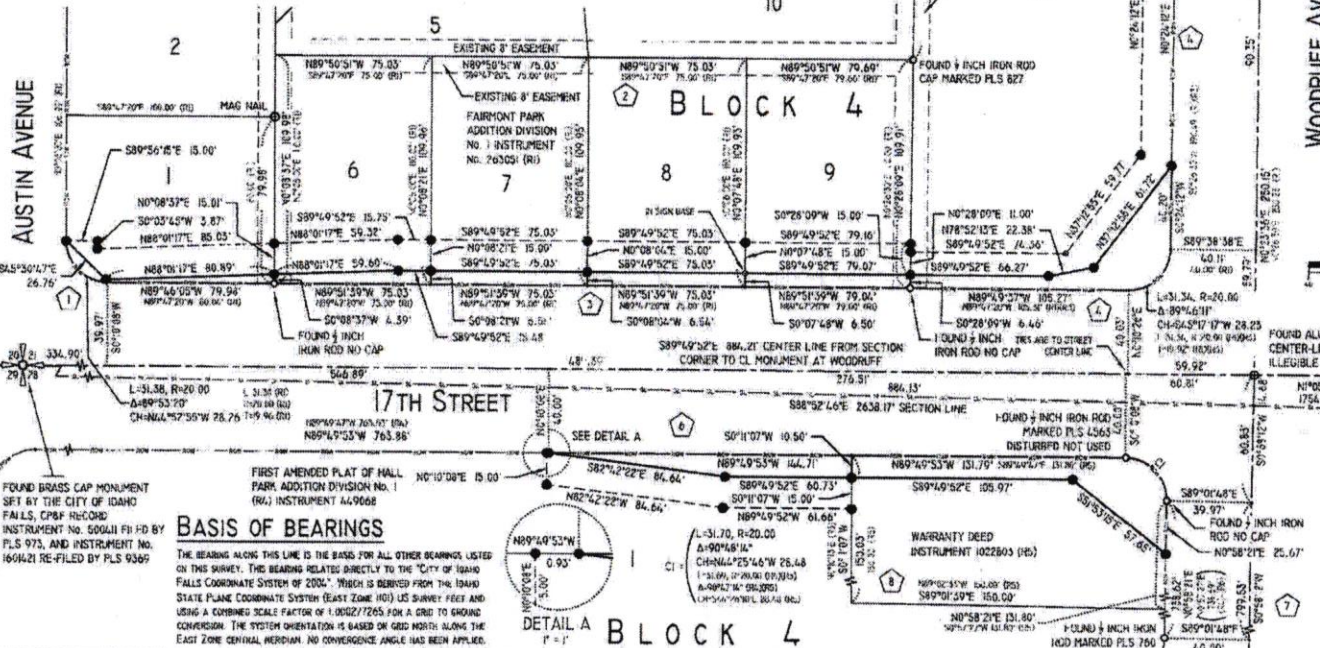
IDAHO FALLS WORKS	CITY OF IDAHO FALLS ENGINEERING DEPARTMENT			
	17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (PROPERTY SCHEDULE)			
	FEDERAL AID No. 14024			
	SCALE: 1" = 60'	PROG. AND DRAWN BY	DATE: 9/2/2020	SHEET NO.
DRAWN: J. H. H. 2/10/20		COMPUTER	PLOT DATE: 2/10/20	

17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2) CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO IN SW¼ OF SECTION 21, & NW¼ OF SECTION 28, T.2 N., R.38 E., B.M.

2020
PAGE 2 OF 4

SURVEY NARRATIVE

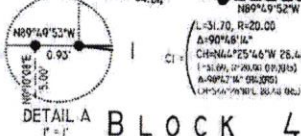
- THE LOCATION OF THE FOUND 1/2 INCH IRON ROD NO CAP AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 (R1) WAS ACCEPTED AS THE FIRST ABANDONED PROPERTY OF THE ORIGINAL LOT CORNER. THE SOUTH BOUNDARY AND THE CURVE AT THE SOUTHWEST CORNER OF SAID LOT WAS RELOCATED AS A FUNCTION OF HOLDING THE SAID FOUND MONUMENT AT THE SOUTHWEST CORNER AND WITHOUT ANY REASONABLY PHYSICAL EVIDENCE OF THE ORIGINAL CORNER LOCATION FOR EITHER OF THE CURVE MONUMENTS AT THE SOUTHWEST CORNER OF THE LOT, OR ANY OTHER CONTROLLING DOCUMENTATION. THE RECORDED LOCATION OF THE CURVE PURSUANT TO (R1) WAS USED.
- THE RELOCATION OF THE NORTHERLY LINE OF LOTS 6, 7, 8 AND 9, BLOCK 4 (R1) WAS ESTABLISHED BY FIRST RECALCULATING THE NORTHWEST CORNER OF LOT 6 (R1). THIS WAS DONE BY PROJECTING THE LINE ESTABLISHED FROM THE FOUND 1/2 INCH IRON ROD NO CAP AT THE SOUTHWEST CORNER OF SAID LOT 6 THROUGH THE FOUND MAG NAIL AT THE NORTHEAST CORNER OF LOT 1 (R1) FOR THE RECORD 30.00 FEET (R1), AND THEN BY A SINGLE PROPORTIONMENT BETWEEN THE FAIR RECALCULATED NORTHEAST CORNER OF SAID LOT 6 AND THE FOUND 1/2 INCH IRON ROD MARKED PLS 827 AT THE NORTHEAST CORNER OF LOT 9 (R1).
- THE RELOCATION OF THE SOUTHERLY LINE OF LOTS 6, 7, 8 AND 9, BLOCK 4 (R1) WAS ESTABLISHED BY SINGLE PROPORTIONMENT BETWEEN THE FOUND 1/2 INCH IRON ROD NO CAP AT THE SOUTHWEST CORNER OF SAID LOT 6 (R1) AND THE FOUND 1/2 INCH IRON ROD NO CAP FOUND AT THE SOUTHEAST CORNER OF LOT 9 (R1).
- THE TWO PLATS (R1)(R3) HAVE IDENTICAL BOUNDARY INFORMATION ALONG THE RIGHT-OF-WAY OF 17TH STREET AND WOODRUFF AVENUE WHERE THE PLATS OVERLAP, SO FOR THIS NARRATIVE ITEM WHERE (R3) IS MENTIONED (R1) IS IMPLIED. THE RELOCATION OF THE SOUTHERLY LINE OF LOTS 12, BLOCK 4, (R3) AND ALSO TOGETHER WITH THE WESTERLY RIGHT-OF-WAY OF WOODRUFF AVENUE (R1)(R2)(R3) WAS DONE BY A TWO DIMENSIONAL MATHEMATICAL SCALING AND ROTATION HOLDING THE FOUND 1/2 INCH IRON ROD NO CAP AT THE NORTHEAST CORNER OF LOT 12 (R3) AND THE FOUND 1/2 INCH IRON ROD NO CAP STRAIGHTENED AS THE SOUTHEAST CORNER OF LOT 35 (R2), THE CURVES WERE THEN REESTABLISHED USING THE RECORD RADIIUS TO PRESERVE THE CURVE SHAPES.
- THE CENTERLINE OF THE STREET RIGHT-OF-WAY OF WOODRUFF AVENUE WAS ESTABLISHED USING A BEST FIT OF FOUND MONUMENTS FOUND ON THE WESTERLY R-O-W TO RECREATE THE ALIGNMENT.
- THE NORTHERLY LOT LINE OF LOT 1, BLOCK 1, (R4) WAS REESTABLISHED BY A COMBINATION OF RECORD DATA FROM (R4) USING THE NONMENTED CENTERLINE OF 17TH STREET AND THE FOUND 1/2 INCH IRON ROD NO CAP MARKING THE WESTERLY POINT OF TANGENCY FOR THE CURVE AT THE NORTHEAST CORNER OF SAID LOT 1. (NOTE: THE FOUND IRON ROD AT THE NORTHERLY END OF SAID CURVE WAS HIGHLY SUSPECT, HAVING ONLY HALF OF THE ROD EXPOSED AND ALSO BEING LOOSE IN THE GROUND, ESPECIALLY CONSIDERING THE AMOUNT OF FOOT TRAFFIC. THIS MONUMENT POSITION WAS NOT USED IN THIS SURVEY FOR THESE REASONS.)
- THE WESTERLY RIGHT-OF-WAY LINE OF WOODRUFF SOUTH OF 17TH STREET WAS ESTABLISHED BY A STRAIGHT LINE BETWEEN THE FOUND 1/2 INCH IRON ROD NO CAP MARKING THE WESTERLY POINT OF TANGENCY FOR THE CURVE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, (R4) AND THE FOUND 1/2 INCH IRON ROD WITH A CAP MARKED PLS 760 AT THE NORTHERLY POINT OF CURVATURE FOR THE CURVE AT THE ENTRANCE TO LOT 12, BLOCK 1, (R4).
- NO FIELD EVIDENCE OF THE PROPERTY LINES FOR THE WARRANTY DEED (R5) WERE FOUND. THE SAID DEED IS THE SENIOR TITLE OVER THE PARENT TRACT OF LOT 1, BLOCK 1, (R4), AND SO IT WAS STAKED PURSUANT TO THE DATA LISTED IN THE DEED AS IT FITS WITHIN SAID LOT 1.



FOUND BRASS CAP MONUMENT SET BY THE CITY OF IDAHO FALLS, CP&F RECORD INSTRUMENT NO. 50044 FILED BY PLS 975, AND INSTRUMENT NO. 160421 RE-FILED BY PLS 9369

BASIS OF BEARINGS

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THE BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004," WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE) 100 US SURVEY FEET AND USING A CORRESPONDING SCALE FACTOR OF 1.00027265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.



RECORD DATA SOURCES

- (R1) - FAIRMONT PARK ADDITION DIVISION NO. 1, INSTRUMENT NO. 26305H
- (R2) - FAIRMONT PARK ADDITION DIVISION NO. 2, INSTRUMENT NO. 32563S
- (R3) - SECOND AMENDED PLAT OF THE FAIRMONT PARK ADDITION INSTRUMENT NO. 442749
- (R4) - FIRST AMENDED PLAT OF HILL PARK ADDITION DIVISION NO. 1, INSTRUMENT NO. 449068
- (R5) - WARRANTY DEED INSTRUMENT NO. 1022803
- (R6) - SECOND AMENDED PLAT OF LORIN C. ANDERSON ADDITION DIVISION NO. 1, INSTRUMENT NO. 442749

CITY RIGHT-OF-WAY ACKNOWLEDGMENT

PURSUANT TO THE REQUIREMENTS OF I.C. §40-209(D)(2) THE CITY OF IDAHO FALLS DOES HEREBY DULY ACKNOWLEDGE AND ACCEPT THE RIGHT-OF-WAY SHOWN ON THE ACCOMPANYING PLAT.

Kenneth Baldwin Roberts
CITY ENGINEER
KENT J. FUGAL, PE 9247

Kenneth Baldwin Roberts
CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS TRUELY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT, AS DESCRIBED HEREON.

KENNETH BALDWIN ROBERTS, P.L.S. 9755

LEGEND

- FOUND 1/2" PIN MARKED WITH PLS AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET CORNERED MONUMENT MARKED PLS 9755
- SET 5/8" PIN WITH ALUMINUM CAP MARKED PLS 9755
- PERMANENT EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION LINE
- EXISTING PROPERTY LINE / LOT LINE
- PLSS SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE, EASEMENT SIZE AS SHOWN
- STREET CENTERLINE
- FOUND PLS 1/4" CORNER COMMON TO SECTIONS SHOWN
- FOUND PLS SECTION CORNER COMMON TO SECTIONS SHOWN

SCALE
1 INCH = 40 FT.

FOUND WITNESS CORNER BRASS CAP MONUMENT SET BY THE CITY OF IDAHO FALLS, CP&F RECORD INSTRUMENT NO. 50044 FILED BY PLS 975, AND INSTRUMENT NO. 1603894 RE-FILED BY PLS 9755

FOUND DAMAGED BRASS CAP MONUMENT SET BY THE CITY OF IDAHO FALLS, CP&F RECORD INSTRUMENT NO. 50044 FILED BY PLS 975, AND INSTRUMENT NO. 1603894 RE-FILED BY PLS 9755

IDAHO FALLS
WORKS

CITY OF IDAHO FALLS
ENGINEERING DEPARTMENT
17TH STREET AND WOODRUFF AVENUE
RIGHT-OF-WAY PLAT (WEST HALF)
FEDERAL AID NO. 14024

SCALE: 1" = 40' PROJ. NO. 1603894 DATE: 1/2/20
CONTR. NO. SHEET NO.
DES. NAME: CONSTRUCTION
PLAT DATE: 1/2/20

Instrument No. 160421
 Surveyed by: Kenneth Baldwin Roberts
 Date: 9/11/06
 Title: 17th Street and Woodruff Avenue
 Right-of-Way Plat
 City of Idaho Falls, Bonneville County, Idaho

17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (A HIGHWAY RIGHT-OF-WAY PLAT UNDER IDAHO CODE, TITLE 40, CHAPTER 2) CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO IN SW1/4 OF SECTION 21, T.2 N., R.38 E.B.M.

2020
 PAGE 3 OF 4

BASIS OF BEARINGS

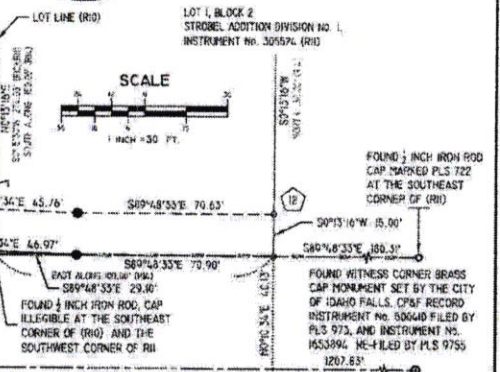
THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004, WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 100) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

RECORD DATA SOURCES

- (R1) = FAIRMONT PARK ADDITION DIVISION NO. 1, INSTRUMENT NO. 263254
- (R2) = FAIRMONT PARK ADDITION DIVISION NO. 2, INSTRUMENT NO. 325635
- (R3) = GRANT DEED TO THE CITY OF IDAHO FALLS INSTRUMENT NO. 1007584
- (R4) = DEED TO JOHN H. MICHAEL AND JOSEPH H. GROBERG INSTRUMENT NO. 1027094
- (R5) = CORRECTION WARRANTY DEED TO JIM HUNTER, L.L.C. INSTRUMENT NO. 1607999
- (R6) = HIGHLAND GARDEN CENTER ADDITION, INSTRUMENT NO. 289716
- (R7) = STROBEL ADDITION DIVISION NO. 1, INSTRUMENT NO. 305524
- (R8) = WARRANTY DEED TO BRAD H. AND ANDREA P. HALL INSTRUMENT 755513
- (R9) = WARRANTY DEED TO JOHN L. RICHARD H. AND JOSEPH H. GROBERG INSTRUMENT NO. 755270
- (R10) = WARRANTY DEED TO JRS RANCHES LLC, INSTRUMENT NO. 1605327

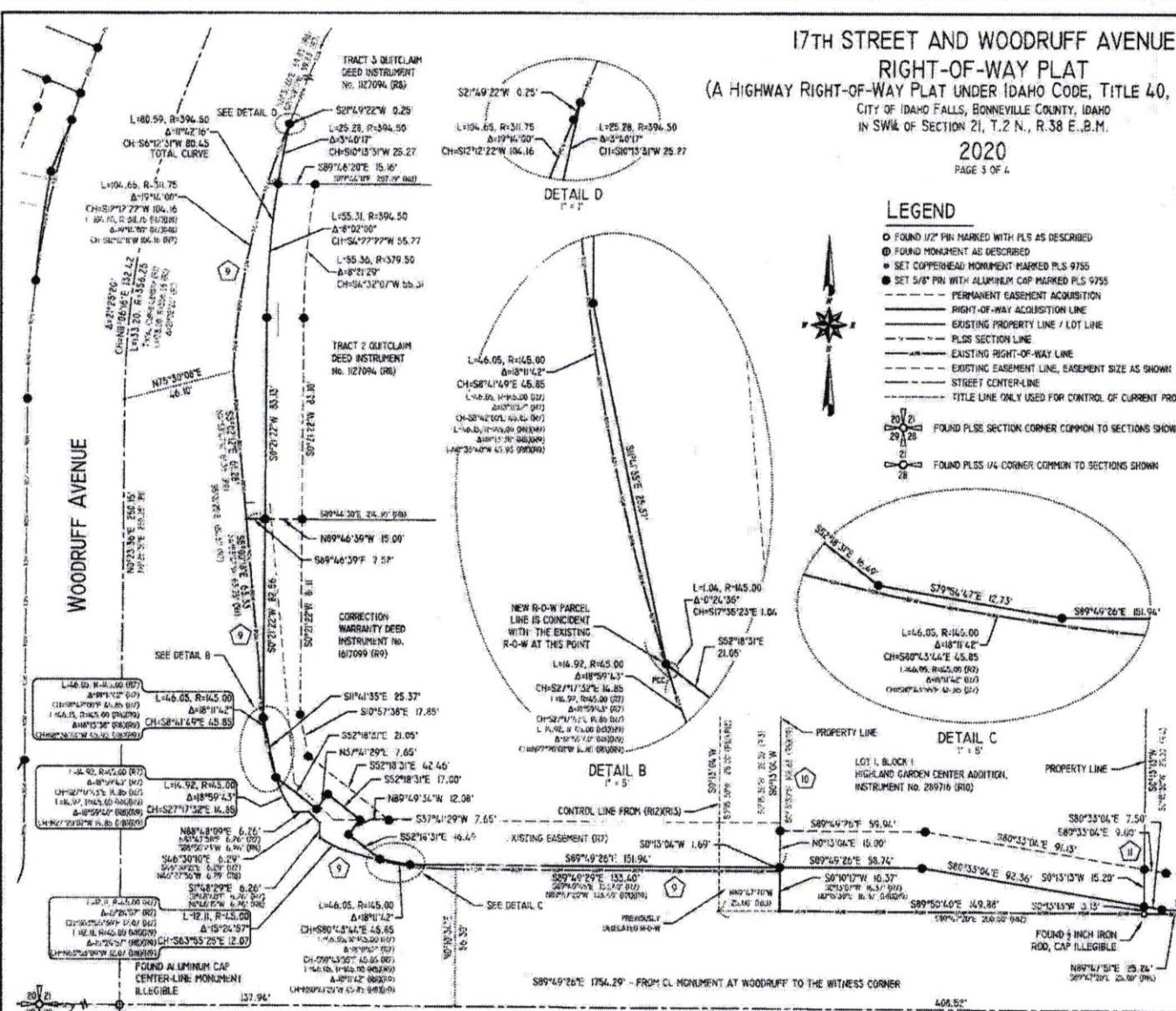
SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT SAID SURVEY IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.
 KENNETH BALDWIN ROBERTS, P.L.S. 9755



LEGEND

- FOUND 1/2" PIN MARKED WITH PLS AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET COPPERHEAD MONUMENT MARKED PLS 9755
 - SET 5/8" PIN WITH ALUMINUM CAP MARKED PLS 9755
 - PERMANENT EASEMENT ACQUISITION
 - RIGHT-OF-WAY ACQUISITION LINE
 - EXISTING PROPERTY LINE / LOT LINE
 - PLS SECTION LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING EASEMENT LINE, EASEMENT SIZE AS SHOWN
 - STREET CENTER-LINE
 - TITLE LINE ONLY USED FOR CONTROL OF CURRENT PROPERTY
- FOUND PLS SECTION CORNER COMMON TO SECTIONS SHOWN
- FOUND PLS 1/4 CORNER COMMON TO SECTIONS SHOWN



SURVEY NARRATIVE

- THE GRANT DEED LISTED IN (R7) IS THE SENIOR DEED TO THE PROPERTIES EASTERLY OF IT. THE DEED WAS PLACED USING THE EXACT CALLS FROM THE POINT OF ORIGIN, (THE SOUTHWEST CORNER OF SECTION 23). THE BEARINGS ARE ROTATED TO THE CURRENT MEASURED CENTER LINE CONTROL.
- THE WARRANTY DEED (R12) WAS PLACED USING THE FOUND MONUMENTS MARKING THE PLATTED LOT 1, BLOCK 1 (R10). THE DEED WAS ALSO PLACED CONSIDERING THE OTHER METES AND BOUNDS DESCRIPTIONS, NAMELY (R7) AND (R8) BEING THE ADJOINING PROPERTIES TO THE WEST OF (R12). USING ALL THE ABOVE EVIDENCE AND NEGOTIATING THE CONSIDERABLE STATUS OF ALL THE DEEDS, IT WAS ROTATED IN AND FIT TO MAINTAIN THE GENERAL HARMONY OF THE TITLE WITHIN THE MONUMENTS FOUND. THE WARRANTY DEED (R13) WAS PLACED AS THE SENIOR DEED WITHIN (R12).
- THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN (R12) WHICH WAS DESCRIBED IN NARRATIVE ITEM 10 ABOVE.
- THIS PORTION OF WARRANTY DEED (R14) WAS PLACED AS THE SENIOR DEED WITHIN LOT 1, BLOCK 2 OF (R10) WHICH WAS CONTROLLED BY THE FOUND MONUMENTS ALONG THE SOUTHERLY LINE OF BLOCK 2 (R10) AND THE RETRACEMENT OF THE STAKED (R10).

FOUND BRASS CAP MONUMENT SET BY THE CITY OF IDAHO FALLS, CP&F RECORD INSTRUMENT NO. 500411 FILED BY PLS 973, AND INSTRUMENT NO. 160421 RE-FILED BY PLS 9369

FOUND DAMAGED BRASS CAP MONUMENT SET BY THE CITY OF IDAHO FALLS, CP&F RECORD INSTRUMENT NO. 500411 FILED BY PLS 973, AND INSTRUMENT NO. 1603694, RE-FILED BY PLS 9755

CITY OF IDAHO FALLS ENGINEERING DEPARTMENT	
17TH STREET AND WOODRUFF AVENUE RIGHT-OF-WAY PLAT (NORTHEAST PORTION) FEDERAL AID NO. 140264	
SCALE: 1" = 30'	DATE: 9/11/06
DESIGNED BY: Kenneth Baldwin Roberts	SHEET NO.
PLATTED BY: Kenneth Baldwin Roberts	

Instrument N 1594218
Boocayville County Idaho Falls, Idaho
26782/2853 sq. 27.16 PM
Recorded for City of Idaho
Ex-101210 Recorder
Industic Survey

dm

PAGE 4 OF 4

Page 8 of 8

DESIGN CRITERIA:
115 MPH, EXP. C

DATE:	APRIL 9, 2021	DRAWN BY:	ROB L.
SCALE:		WD #:	

THESE DESIGNS ARE THE EXCLUSIVE PROPERTY OF LYTLE SIGNS INC. THEY MAY NOT BE USED IN PART OR IN WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF SAID COMPANY. THE SALE OF THE DESIGNED MATERIALS DOES NOT CONSTITUTE THE TRANSFER OF OWNERSHIP OF DESIGN OR DRAWINGS

Memorandum

File #: 21-120

City Council Meeting

FROM: Michael Kirkham, Assistant City Attorney
DATE: Thursday, May 6, 2021
DEPARTMENT: City Attorney

Subject

Public Hearing for increase of fees to the 2020/2021 Fee Schedule

Council Action Desired

- ☐ Ordinance ☒ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

To approve the fee resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of a fee to the 2020/2021 fee schedule and approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, May 13, 2021 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The Hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, April 25, 2021 and Sunday, May 2, 2021.

Alignment with City & Department Planning Objectives





These actions are in support of the good governance community-oriented result by fostering innovative and sound fiscal management and enabling public trust and transparency

Interdepartmental Coordination

Legal, Municipal Services, Public Works, and Community Development Services have participated in this fee resolution.

Fiscal Impact

The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided.

Legal Review

This action is required pursuant to Idaho Code §50-1002.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – January 2021, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees on January 29, 2021.
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this ____ day of _____, 2021.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)

EXHIBIT 'A'

CITY OF IDAHO FALLS

FEE SCHEDULE

Airport Department.....	2
Community Development Services Department	2
Fire Department	9
Idaho Falls Power	10
Electrical Service Fees	10
Public Fiber Optic Network Fees	12
Library	13
Municipal Services Department	15
Parks and Recreation Fees	20
Police Department	35
Public Works Department.....	36
Engineering Division Fees	36
Sanitation Division Service Fees	36
Street Division Fees	37
Wastewater Division Service Fees.....	38
Water Division Service Fees.....	40

AIRPORT DEPARTMENT

1. Landing Fee	Up to \$1.35 per 1,000 pound gross weight, depended upon total annual landing weight
2. Fuel Flowage Fee	\$0.07 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	\$4.50
4. Customer Facility Charge, On-Airport Car Rental Companies	\$2.50 per transaction, per day
5. Commercial Passenger Enplanement Charge	Up to \$4.50 per passenger, depended upon total annual enplanements

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	\$6
ii. Street Map – 36” X 36”	\$5
iii. Street Map – 24” X 24”	\$3
iv. Subdivision Map – 42” X 36”	\$5
v. Aerial Map – 36” X 48”	\$12
vi. Aerial Map – 36” X 36”	\$9
vii. Aerial Map – 24” X 36”	\$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	\$0.50
ix. Print (Per Print More than 5) – 11” X 17”	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2

ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	
a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50
h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	\$100 per required parking space
b. Surface draining fee per square foot of assessable land	\$ 0.0075
5. Application Fees	
a. Variance Application	\$350
b. Rezoning Application	\$550
c. Planned Transition Zone Application	\$550
d. Comprehensive Plan Amendment	\$250
e. Conditional Use Permit (Either Planning Commission or City Council)	\$225
f. Conditional Use Permit (Both Planning Commission and City Council)	\$325
g.	
h. Planned Unit Development	\$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
\$1 to \$499	\$30.18
\$500 to \$999	\$67.31
\$1,000 to \$9,999	\$132.42

\$10,000 to \$19,999	\$164.97
\$20,000 to \$29,999	\$197.53
\$30,000 to \$39,999	\$230.09
\$40,000 to 49,999	\$262.65
\$50,000 to \$ 59,999	\$295.21
\$60,000 to \$69,999	\$327.77
\$70,000 to \$79,999	\$360.32
\$80,000 to \$89,999	\$392.88
\$90,000 to \$99,999	\$425.44
\$100,000 to \$104,999	\$458.00
\$105,000 to \$109,999	\$490.56
\$110,000 to \$114,999	\$523.11
\$115,000 to \$119,999	\$555.67
\$120,000 to \$124,999	\$588.23
\$125,000 to \$129,999	\$620.79
\$130,000 to \$134,999	\$653.35
\$135,000 to \$139,999	\$685.91
\$140,000 to \$144,999	\$718.45
\$145,000 to \$149,999	\$751.01
\$150,000 to \$154,999	\$783.57
\$155,000 to \$159.999	\$816.13
\$160,000 to \$164,999	\$848.69
\$165,000 to \$169,999	\$881.24
\$170,000 to \$174,999	\$913.80
\$175,000 to \$179,999	\$946.36
\$180,000 to \$184,999	\$987.06
\$185,000 to \$189,999	\$1012.06
\$190,000 to \$194,999	\$1037.05
\$195,000 to \$199,999	\$1062.04
\$200,000 to \$204,999	\$1087.02
\$205,000 to \$209,999	\$1112.01
\$210,000 to \$214,999	\$1137.00
\$215,000 to \$219,999	\$1162.00
\$220,000 to \$224,999	\$1186.99
\$225,000 to \$229,999	\$1211.98
\$230,000 to \$234,999	\$1236.97
\$235,000 to \$239,999	\$1261.95
\$240,000 to \$244,999	\$1286.95
\$245,000 to \$249,999	\$1311.94
\$250,000 to \$254,999	\$1336.93
\$255,000 to \$259,999	\$1361.92
\$260,000 to \$264,999	\$1386.91
\$265,000 to \$269,999	\$1411.91
\$270,000 to \$274,999	\$1436.90
\$275,000 to \$279,999	\$1461.88
\$280,000 to \$284,999	\$1486.87
\$285,000 to \$289,999	\$1511.86

\$290,000 to \$294,999	\$1536.85
\$295,000 to \$299,999	\$1561.85
\$300,000 to \$304,999	\$1586.84
\$305,000 to \$309,999	\$1611.83
\$310,000 to \$314,999	\$1636.81
\$315,000 to \$319,999	\$1661.80
\$320,000 to \$324,999	\$1686.80
\$325,000 to \$329,999	\$1711.79
\$330,000 to \$334,999	\$1736.78
\$335,000 to \$339,999	\$1761.77
\$340,000 to \$344,999	\$1786.76
\$345,000 to \$349,999	\$1811.74
\$350,000 to \$354,999	\$1836.74
\$355,000 to \$359,999	\$1861.73
\$360,000 to \$364,999	\$1886.72
\$365,000 to \$369,999	\$1911.71
\$370,000 to \$374,999	\$1936.70
\$375,000 to \$379,999	\$1961.70
\$380,000 to \$384,999	\$1986.68
\$385,000 to \$389,999	\$2011.67
\$390,000 to \$394,999	\$2036.66
\$395,000 to \$399,999	\$2061.65
\$400,000 to \$404,999	\$2086.65
\$405,000 to \$409,999	\$2111.64
\$410,000 to \$414,999	\$2136.63
\$415,000 to \$419,999	\$2161.61
\$420,000 to \$424,999	\$2186.60
\$425,000 to \$429,999	\$2211.59
\$430,000 to \$434,999	\$2236.59
\$435,000 to \$439,999	\$2261.58
\$440,000 to \$444,999	\$2286.57
\$445,000 to \$449,999	\$2311.56
\$450,000 to \$454,999	\$2336.54
\$455,000 to \$459,999	\$2361.54
\$460,000 to \$464,999	\$2386.53
\$465,000 to \$469,999	\$2411.52
\$470,000 to \$474,999	\$2436.51
\$475,000 to \$479,999	\$2462.60
\$480,000 to \$484,999	\$2486.50
\$485,000 to \$489,999	\$2511.48
\$490,000 to \$494,999	\$2536.47
\$495,000 to \$499,999	\$2561.46
\$500,000 to \$1,000,000	\$2,865.25 for the first \$500,000 valuation, plus \$4.10 for each additional \$1,000 or

	fraction thereof
\$1,000,001 to Beyond	\$4,972.74 for the first \$1,000,000 valuation, plus \$2.67 for each additional \$1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	
Valuation Table	
Total Valuation up to \$800	\$30.18
Total Valuation up to \$900	\$32.41
Total Valuation up to \$1,000	\$34.89
Total Valuation up to \$1,100	\$37.39
Total Valuation up to \$1,200	\$39.89
Total Valuation up to \$1,300	\$44.87
Total Valuation up to \$1,400	\$44.87
Total Valuation up to \$1,500	\$47.36
Total Valuation up to \$3,000	\$82.04
Total Valuation up to \$4,000	\$88.48
Total Valuation up to \$5,000	\$107.55
Total Valuation up to \$6,000	\$113.41
Total Valuation up to \$7,000	\$127.13
Total Valuation up to \$8,000	\$139.59
Total Valuation up to \$9,000	\$150.80
Total Valuation up to \$10,000	\$164.52
Total Valuation up to \$11,000	\$176.98
Total Valuation up to \$12,000	\$189.44
Total Valuation up to \$13,000	\$201.91
Total Valuation up to \$14,000	\$214.37
Total Valuation up to \$15,000	\$226.47
Total Valuation up to \$16,000	\$240.54
Total Valuation up to \$17,000	\$253.00
Total Valuation up to \$18,000	\$266.71
Total Valuation up to \$19,000	\$277.93
Total Valuation up to \$20,000	\$290.39
Total Valuation up to \$21,000	\$304.10
Total Valuation up to \$22,000	\$316.56
Total Valuation up to \$23,000	\$327.78
Total Valuation up to \$24,000	\$341.48
Total Valuation up to \$30,000	\$398.82
Total Valuation up to \$31,000	\$407.54
Total Valuation up to \$32,000	\$415.02
Total Valuation up to \$33,000	\$426.24
Total Valuation up to \$34,000	\$434.96
Total Valuation up to \$35,000	\$444.93

Total Valuation up to \$36,000	\$452.41
Total Valuation up to \$37,000	\$461.13
Total Valuation up to \$38,000	\$472.35
Total Valuation up to \$39,000	\$481.07
Total Valuation up to \$40,000	\$488.55
Total Valuation up to \$41,000	\$499.76
Total Valuation up to \$42,000	\$508.49
Total Valuation up to \$43,000	\$517.22
Total Valuation up to \$44,000	\$527.19
Total Valuation up to \$45,000	\$535.91
Total Valuation up to \$46,000	\$544.63
Total Valuation up to \$47,000	\$554.61
Total Valuation up to \$48,000	\$563.33
Total Valuation up to \$49,000	\$572.06
Total Valuation up to \$50,000	\$582.02
For total valuation between \$50,001 and \$100,000	\$582.02 for the first \$50,000 valuation, plus \$6.40 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$947.12 for the first \$100,000 valuation, plus \$4.91 for each additional \$1,000 or fraction thereof
For total valuation between \$500,001 and \$1,000,000	\$3,005.64 for the first \$500,000 valuation, plus \$4.19 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,972.73 for the first \$1,000,000 valuation, plus \$2.67 for each additional \$1,000 or fraction thereof
8. Plan Check Fee	
a. Residential Plan Check	25% of the permit valuation
b. Commercial Plan Check	65% of the permit valuation
9. New Residential Buildings and Additions Valuation Multiples	
a. Dwelling Unit Valuation	\$90 per Sq. ft
b. Finished Basement Total Valuation	\$25 per Sq. ft.
c. Unfinished Basement/Wood Frame Garage	\$15 per Sq. Ft
10. Commercial Permits Fees:	
a. Commercial Electrical Wiring Permit	1.5% of first \$20,000 of wiring costs, plus 0.75% of wiring costs in excess of \$20,000 (Wiring

	Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first \$20,000 plus \$0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.
d. Commercial Re-Roofing Permit Fee	1% of first \$20,000 of roofing costs, plus .79% of the costs in excess of \$20,000 (Maximum Fee \$3,000)
11. Residential Permit Fees:	
a. Residential Electrical Permits	\$5.85 for each electrical service
b. Residential Mechanical Permit Issuance	\$5.10 Unit Fee per installation
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	\$5.10 Unit Fee per installation
ii. Unit Fee for each Gas Piping System	\$5.10 Unit Fee per installation
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$30.18 Maximum fee of \$110
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	\$65
ii. Electric Sign	\$95
iii. Structural Review if over 30 feet	\$35
iv. Billboard	\$155
v. LED Message Center	\$155
12. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	\$30.18
b. Inspections outside of normal business hours (Minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest

c. Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	\$0.08 per sq ft. total
g. Residential Combination Energy Code	\$55
h. Code Enforcement Violations	
i. First Offense	\$35
ii. Second Offense, within 1 year of a prior violation	\$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	\$150
iv. Appeal code violation to BOA	\$150
i. Work Commencing before permit fee paid	\$125
13. Parklet Lease - Fee for leasing on-street parking for a parklet	\$1200 per year per stall
14. Temporary On-Street Construction Parking Permits	
a. Temporary On-Street Construction Parking Permit (Downtown-Daily)	\$10 per day
b. Temporary On-Street Construction Parking Permit (Downtown-Monthly)	\$62 per month

FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
a. Operational Permit Fee	\$70
b. Construction Permit Fee	\$70
c. Fine for Failure to Comply with Stop Work Order	\$300
d. Life Safety License	\$125
e. Violation of License Requirement Fine	\$300
f. Site Plan Review	\$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater
i. Additional acceptance test field inspections	\$70
j. Fire Sprinkler System Review Fees	\$140 + \$2.25 a head
k. Fire Pump Review Fee	\$140
l. Alarm Response Fee	Maximum \$150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest

c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	\$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	\$70
f. Business and Property (Inspection, Safety, and Protection) License	\$40
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	\$70
b. Consumer Fireworks Wholesale Permit Fee	\$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	\$670
ii. Resident	\$ 830
iii. Non-Resident	\$ 1,062
iv. BLS Non-Emergency	\$ 437
v. BLS Emergency – In District	\$ 707
vi. BLS Emergency – Out of District	\$ 933
vii. ALS-2	\$ 1,196
viii. Critical Care	\$ 1415
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$ 14.28
ii. BLS Mileage and ALS Mileage – Non-Resident	\$ 17.84
c. Treat and Release:	
i. Basic Evaluate/Treat No Transport	\$195
ii.	
iii. BLS Emergency, no transport	\$325
iv. ALS Emergency, no transport	\$375
d. Ambulance Waiting Time	\$165 per hour
e. Standby	\$150 per hour
f. Empty return leg fee	\$ 160/hr, 1 hour minimum, Standard mileage rate for non-patient transport.
g. Single Resource with Medical Kit	\$80 per hour
5. Vaccine Administration Fee	\$40.00

IDAHO FALLS POWER

ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out – Monthly Charge	\$6.56
4. Tampering Reconnection Fee	\$200
5. Disconnect and Reconnection Fees -	
a. Residential – Disconnect Fee	\$25

b. Non-Residential Electric Disconnect Fee	\$50
c. Non-Residential Electric Reconnect Fee	\$50
6. Short-term suspension of Electric Service (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	\$50
b. Remote suspension	No Charge
7. Line Extension for Single Family Home (per lot)	\$1,500
8. Line Extension for Multi-Family Housing (per family unit)	\$600
9. Line Extension for Commercial	Actual Cost
10. High Density Load Continuous Service Distribution Connection	Projected rationed cost of future distribution line & substation based upon customer peak KW
11. High Density Load Credit Risk Deposit	Higher of projected or actual three months bills
12. Secondary Service Connection (per Service)	\$100
13. Commercial Rate – Base Energy Charge	
a. Base Energy Charge	\$0.039 per KWH
b. Power Cost Adjustment	(\$0.002) per KWH
c. Demand Charge	\$ 9 per KW for all KW, with a minimum demand charge of \$26 per month
14. Net Metering Commercial Rate	
a. Base Energy Charge	\$0.039 per KWH
b. Power Cost Adjustment	(\$0.002) per KWH
c. Demand Charge	\$ 9 per KW for all KW, with a minimum demand charge of \$26 a month
d. Energy Credit	Heavy Load Mid-Columbia index price per KWH
15. Industrial Rate	
a. Energy Charge	\$0.039 per KWH
b. Power Cost Adjustment	(\$0.002) per KWH
c. Demand Charge	\$7.25 per KW for all KW
16. High Density Load Rate	
a. Energy Charge	\$0.039 per KWH
b. Demand Charge	\$ 9 per KW for all KW
17. Economic Development Rate (> 1 MW)	Negotiated Rate
18. Residential Energy	
a. Base Energy Charges	\$0.0625 per KWH
b. Monthly Service Charge	\$18
c. Power Cost Adjustment	(\$0.002) per KWH
19. Transfer Customers Revenue Buyout Surcharges	Service specific proportion of half of the Non-Asset Buyout Cost. Paid over 36

	month to 60 months based upon RMP & IFP rate difference.
20. Surge Arrestor – Residential	\$4 per month
21. Surge Arrestor – Commercial	\$7 per month
22. Net Metering Residential Rate	
a. Monthly Charge	\$18
b. Base Energy Charge	\$0.0625 per KWH
c. Power Cost Adjustment	(\$0.002)
d. Energy Credit	Heavy Load Mid-Columbia index price per KWH
23. City Street Light Energy Charge	\$0.0725 per KWH
24. Security Lighting– Monthly Rate	\$20
25. EV Charging Station	\$20 per month
26. Temporary or Construction Electric Rate	
a. Base Energy Charge	\$0.0625 per KWH
b. Monthly Service Charge	\$25
c. Temporary Service Installation Charge	One time charge of \$150. An additional \$750 if a transformer is required.
27. Large Power Temporary Construction Rate	
a. Base Energy Charge	\$0.039 per KWH
b. Demand Charge	\$9 per KW for all KW
c. Installation Charge	\$1,000 per transformer plus labor and material
28. Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge per site based upon IFP estimated consumption and demand
29. Small Wireless Facilities (SWF)	
a. Monthly Attachment Fee	\$22.50
b. Small Wireless Facilities (SWF) Site Application Fee	\$500 (up to 5 sites) \$100 each additional on single application
c. Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge per site based upon IFP estimated consumption and demand
d. Small Wireless Facilities (SWF) new poles	Per IFP Existing Line Extension Fee Policy
30. Joint use on poles application charge	\$100.00 per application & \$10.00 per pole

PUBLIC UNLIT FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	Estimated Actual Costs
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	Estimated Actual Costs
3. Backbone Service Fee, per single pair fiber, per month	\$1,450
4. Construction Costs	Estimated Actual Costs
5. Monthly Distribution Access Fee	\$25

6. Monthly Point to Point first 36 months	Estimated Actual Costs Amortized
7. Monthly Point to Point Maintenance post 36 months per pair	\$25 Per Mile

PUBLIC OPEN ACCESS FIBER OPTIC NETWORK FEES

1. New Service Provider Setup	\$5,000
2. Monthly Provider Network Access after 2,000 network customers	\$1,000
3. Provider Network to Network Interface (NNI)	Included depending on customer counts
4. 100 Mbps Business	\$27.00
5. 250 Mbps Business	\$40.00
6. 500 Mbps Business	\$60.00
7. 1 Gbps Business	\$80.00
8. 2 Gbps Business	\$160.00
9. 10 Gbps Business	\$800.00
10. Dedicated Circuit with VLAN	\$50.00
11. Non-parade route installation	Actual Costs
12. Early Network Termination prior to 6 months – Business	\$500.00
13. Early Network Termination prior to 12 months – Business	\$250.00
14. Modify Provisioning	\$5.00
15. New Provisioning – Business	\$35.00
16. 100 Mbps Business – Monthly Customer Network Connection	\$30.00
17. 250 Mbps + Business – Monthly Customer Network Connection	\$40.00
18. 250 Mbps Residential	\$23.00
19. 1 Gbps Residential	\$27.00
20. 10 Gbps Residential	\$100.00
21. Residential Monthly Customer Network Connection	\$25.00
22. MDU Monthly Customer Network Connection	\$12.50
23. Network repair customer caused	Actual costs
24. Transfer Provider	\$35.00

LIBRARY

1. Overdue Fine	\$0.10 per day per item
2. Maximum Overdue Fine	\$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever is less
4. Lost or Damaged Barcode	\$1
5. Lost or Damaged RFID Tag	\$1
6. Lost or Damaged Jacket Cover	\$2
7. Lost or Damaged DVD Out of Set	\$19 per DVD if able to be ordered separately otherwise

	must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	\$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	\$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	\$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	\$7
b. 16-30 sleeves	\$11
c. CD/DVD/VHS case single	\$2
d. Cassette Case	\$3
12. DVD or CD cleaning	\$2 per cleaning
13. Torn Page in Book	\$2
14. Lost or Damaged Spine Label	\$1
15. Lost Individual Booklet from an Easy Reader Set	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17.	
18. Non-Resident Card Fee	\$120
19. Inter-Library Loan	\$10
20. Meeting Rooms:	
a. Bonneville County Non-Business Groups	\$15 first hour, \$10 each hour or part thereof after
b. All Other Groups	\$40 first hour, \$20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of \$50)
d. Non-Refundable Food Fee	\$50
21. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	\$0.10 per page
ii. Two sided 8.5 by 11 inch copy	\$0.25 per page
iii. One sided 8.5 by 14 inch copy	\$0.15 per page
iv. Two sided 8.5 by 14 inch copy	\$0.30 per page
v. One sided 11 by 14 inch copy	\$0.20 per page
vi. Two sided 11 by 14 inch copy	\$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	\$0.25 per page
ii. Two sided 8.5 by 11 inch copy	\$0.50 per page
iii. One sided 8.5 by 14 inch copy	\$0.30 per page
iv. Two sided 8.5 by 14 inch copy	\$0.60 per page
v. One sided 11 by 14 inch copy	\$0.50 per page
vi. Two sided 11 by 14 inch copy	\$1 per page

c. 3d Printing	\$0.25 per gram
22. Obituary look up on microfilm	\$5 per obituary

MUNICIPAL SERVICES DEPARTMENT

1. Treasury Payments / Utility Billing	
a. Utility Bill Credit Card Convenience Fee for processing payments using a credit or debit card	Actual Cost of third party processing amount per transaction.
b. Utility Service Credit for use of E-Bill	\$1 credit per month
c. Non-sufficient funds fee	\$7
d. Fee for non-residential delinquent accounts	4% interest, compounded monthly, on 31-day balance, minimum of \$5
2. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	\$562.50
b. Transfer of Liquor by the Drink License	\$100
c. Liquor Catering Permit	\$20
3. Beer:	
a. Beer Annual On or Off Premises Consumption License	\$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	\$50
c. Transfer of Annual On or Off Premises Consumption License	\$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
4. Building Contractors:	
a. Class A License	\$200
b. Class B License	\$200
c. Class C License	\$200
d. Class D License	\$125
e. Out of State Reciprocity License	\$50
f. In-State Reciprocity License	\$0
g. Late Renewal or Reinstatement of License Fee	\$75
h. Inactive Contractor's License Fee	\$100
i. Employee of non-reciprocal contractor continuing education course costs	\$50
j. Reciprocal contractor continuing education course cost	\$100
5. Public Right-of-Way Contractors:	

a. Public Right-of-Way Contractor's License Fee	\$50
b. Public Right-of-Way Work Bond	\$5,000
6. Wine:	
a. Annual Retail Wine License	\$200
b. Annual Wine-By-The-Drink License	\$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
e. License Transfer Fee	\$100
f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
7. Private Patrol Services:	
a. Private Patrol Person Bond	\$1,000
b. Private Patrol Service Bond	\$2,000
c. Private Patrol Service License	\$100
d. Private Patrol Service License renewal	\$50
e. Private Patrol Person License	\$50
f. Private Patrol Person License renewal	\$25
8. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	\$100
b. Water Conditioner/Water Softener Installer License	\$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	\$35
9. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	\$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	\$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$50
d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$250
e. Itinerant Merchant's Bond	\$1,000
f. Mobile Food Vender's License	\$20
g. Door-To-Door Solicitors	\$20
10. Pawnbroker's License	\$50
11. Secondhand Precious Metals Dealer License	\$30
12. Secondhand Storekeeper License	\$30
13. Scrap Dealer License	\$50
14. Adult Businesses:	
a. Fine – Operating without a valid permit	\$300
b. Application Fee	\$100
c. Annual Permit Fee	\$100
d. Sexually Oriented Business Employee License	\$100
e. License Renewal	\$25
15. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	\$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	\$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	\$300

d. Sixth False Alarm Public Nuisance Alarm System Permit	\$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$500
16. Day Care Licensing:	
a. Family Child Care License	\$75
b. Group Child Care License	\$150
c. Child Care Center	\$225
d. Child Care Worker Certification	\$20
e. On-Site Non-Provider Certification	\$20
f. Day Care Workers License, Criminal History Registry Check	\$20
17. Sign Licensing:	
a. Sign Contractor's License	\$25
b. Sign Contractor's Bond	\$1,000
c. Sign Erection Fee	\$60
d. Electric Sign Fee	\$30
e. Structural Plan Review Fee	\$30
18. Dockless Bikeshare Program Licensing	
a. Bikeshare Business License	\$20 per Bicycle, E-Bike, E-Scooter, and any other vehicle required to be registered with City.
19. Bus Stop Bench Permit Fee	\$10
20. Bus Stop Bench Permit Extension Fee	\$5
21. Bus Stop Bench Renewal Fee	\$5
22. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	\$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$100
23. License Denial Appeal Filing Fee	\$50
24. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	\$500
b. EMS Class II Annual License	\$500
c. EMS Class III Annual License	\$250
d. EMS Class IV Annual License	\$250
e. Attendant – Ambulance Driver License	\$25
25. Identification Badges:	
a. Public Conveyance Operator	\$8
b. Taxi Operator	\$8
c. Courtesy Vehicle Operator	\$8
d. Door-To-Door Solicitors	\$8
26. Clerk's Office License Reprint	\$5
27. Civic Center for the Performing Arts:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10%, capped at \$12,500 or \$800.

2. Each Matinee	Greater of 10%, capped at \$12,500 or \$400.
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10%, capped at \$12,500 or \$600.
2. Each Matinee	Greater of 10%, capped at \$12,500 or \$300.
iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
v. Meetings	
1. Main Session	\$800
2. Each Additional Session	\$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	\$1,500
2. Each Matinee	\$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$400
2. Each Matinee	\$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$200
iv. Meetings for Organizations	
1. Main Session	\$300
2. Each Additional Session	\$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	\$100
2. Art or Band Room Cleaning Fee (each rental)	\$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	\$125
4. Additional Hour, without use of Auditorium	\$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	\$100
2. Building Rental	\$200
3. Additional Hours	\$20
4. Head Technicians Fee per hour	\$25
5. Assistant Technician Fee per hour	\$20
6. Stage Hand Fee per hour	\$15

7. Marley Floor Use (per installation)	\$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
c. Bookings/Reservation Deposit Fees:	
i. 1 Day	\$100
ii. 2 Days	\$200
iii. 3 or More Days	\$300
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	
d. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90
ii. Each Additional Hour	\$15
A minimum charge of three hours wages is required for all personnel listed above. All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge. The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.	

PARKS AND RECREATION

1. Sandy Downs – 2702		
a. Admission:		\$1
i. Parking:		\$1
ii. Parking (Event Holder)		\$1
iii. Parking (Events)		\$5
iv. RV Parking Monthly		\$150
v. RV Parking Daily		\$10
b. Rentals Daily:		
i. Grandstand Cleaning Deposit (Each Event \$100 non-refundable)		\$500
ii. Grandstand/Arena		\$700
iii. Fire Pit		\$20
iv. Arena		\$100
v. Water Truck (with operator)		\$200
vi. Tractor (with operator)		\$200
c. Rodeo Setup/Takedown		\$300
d. Stall Arena:		
i. Horseback Riding Permit – Annual Family		\$50 per Family
ii. Stall Daily (24 Hour)		\$10
iii. Stall Monthly		\$45
iv. Tack Room Monthly		\$20
v. Horse Walker Monthly		\$25
vi. Horseback Riding Permit Annual		\$20
2. Parks Rental – 2703		
a. Shelters/Decks Daily:		
i. Application Fee (Non-Refundable)		\$50
ii. Small Shelter		\$95
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)		\$125
iv. Band Shell/The Broadway Plaza		\$255
v. Multi-Purpose Shelter (Per Event)		\$255
vi. Sportsman’s Island Deck Area		\$125
vii. Sportsman’s Park Reservations		\$500
viii. Jenson Overlook Deck Area		\$50
ix. Memorial Drive Vendor Half-Pad		\$65
x. Memorial Drive Vendor Full Pad		\$130
xi. Full Memorial Dr. Electric Use		\$30 a day
xii. Taylors’ Rock Garden (Four Hour Block)		\$125
xiii. IF Resident camping for Special Events		\$50 per Resident
xiv. Non-Resident Camping Fees for Special Events		\$100 per Non-Resident
xv. Camping Fee for South Tourist Park		\$15 per night
xvi. Athletic Field Game Use/Rental (baseball, softball, lacrosse, rugby, etc.)	Non Resident \$20	City Resident \$20
xvii.		
b. Rentals:		

i. Picnic Table (6 Tables)	\$50
ii. Additional Picnic Table	\$5
iii. Trash Cans (Each)	\$4
iv. Volleyball Set Deposit	\$10
v. Water Spigot Deposit	\$100
vi. Bleacher (per Unit)	\$40
vii. Fencing for Ballfields	\$200
viii. Fencing (Up to 200 Feet)	\$200
ix. Additional Fencing (Beyond 200 Feet)	\$0.25 per foot
x. Canopy (15' X 15')	\$75
xi. Canopy (20' X 40')	\$250
c. Banners (Set of 10)	\$150
i. Additional Banner(s) (Each)	\$12
d. Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$500
e. Memorials	
i. Memorial Bench	\$600
ii. Remembrance Tree	\$400
3. Weed Control – 2705	
a. Tractor with Operator (Hour)	\$100
b. Hand Work per Operator (Hour)	\$35
c. Enforcement Administration Fee (Per Lien)	\$100
d. Lien Placement Fee (Per Lien)	\$25
4. Idaho Falls Raceway – 2706	
a. Admission	\$1
b. Parking	\$5
c. Parking (Event Holder)	\$1
d. Parking (Events)	\$1
e. Parking RV Daily	\$10
f. Practice Rider/Driver	\$20
g. Practice Rider 10 Punch Pass	\$150
h. Practice Season Pass	\$250
i. Event Rental	\$500
j. Concession Booth Rental (Event)	\$100
5. Horticulture/Forestry – 2707	
a. Tree Trimming/Removal Permit	\$10
b. Arborist (Hour)	\$50
c. Lift Truck with Operator (Hour)	\$100
d. Hand Work per Operator (Hour)	\$35
e. Enforcement Administration Fee (Per Lien)	\$100
f. Lien Placement Fee (Per Lien)	\$25
6. Activity Center – 2708	
a. Small Rental (East and West Rooms 2 Hour Minimum)	\$20
b. Large Rental (South Room 2 Hour Minimum)	\$27
c. Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$47
d. Kitchen Rental	\$120

e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200	
7. Cemetery – 2901		
a. Burial		
i. Saturday/Holiday Burial	\$ 300	
ii. After 4:30 p.m. Burial	\$ 300	
iii. Opening/Closing Adult/Child	\$ 500	
iv. Opening/Closing Infant	\$200	
v. Opening/Closing Cremation	\$ 250	
vi. Saturday/Late Notice (72 Hours)	\$300	
b. Disinterment:		
i. Disinterment Adult/Child	\$1,500	
ii. Disinterment Infant	\$ 420	
iii. Disinterment Cremation	\$ 200	
c. Burial Spaces:		
i. Adult/Child Up-Right Section	\$ 750	
ii. Adult/Child Fielding Flat Section	\$ 600	
iii. Infant (Under 1 Year)	\$ 300	
d. Niche Wall		
i. Niche Wall Top	\$400	
ii. Niche Wall Middle	\$300	
iii. Niche Wall Bottom	\$200	
e. Niche Wall Parkhurst		
i. Niche Wall Top	\$350	
ii. Niche Wall Middle	\$400	
iii. Niche Wall Bottom	\$350	
iv. Memorial Wall Per Line (East and West Side)	\$125	
v. Perpetual Grave Space Fee	\$175	
vi. Cemetery Plot Ownership Certificate Fee	\$10	
vii. Deed Transfer Fee (\$10 for one \$40 max)	\$ 20 - \$40	
8. Melaleuca Field		
a. Melaleuca Field Rental	\$1,000 a day	
b. Melaleuca Capital Surcharge	\$1 per Entry	
c. Melaleuca Field Partial Rental	\$400	
9. Tautphaus Park Zoo – 2704		
a. Admission		
i. Regular Admission – Adult	Non Resident \$8	City Resident \$6
ii. Regular Admission – Child (3-12 Years)	Non Resident \$5	City Resident \$4
iii. Regular Admission – Senior (62+)	Non Resident \$6.50	City Resident \$5.50
iv. Regular Admission – 2 and under	Free	
v. Educational/Group – Adult	\$7	
vi. Educational/Group – Child (3-12 Years)	\$4.50	
vii. Educational/Group – Senior (62+)	\$5.50	
viii. Educational/Group – 2 and under	Free	
ix. Non-Tax Group – Adult	\$6.67	
x. Non-Tax Group – Child (3-12 Years)	\$4.31	

xi. Non-Tax Group – Senior (62+)	\$5.25		
xii. Non-Tax Group – 2 and under	Free		
xiii. Local and Global Conservation Fund	\$0.50 per admission		
b. Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$75		
c. Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$5		
d. Program Fees:			
i. 45 Minute Class – Tots	\$12 or \$10 for member		
ii. 60 Minute Class – K through 2 nd	\$15 or \$12 for member		
iii. 90 Minute Class – 3 rd through 5 th	\$20 or \$16 for members		
iv. 3 Hour Class – 6 th through 8 th	\$25 or \$20 for members		
v. 3 Hour Class – Week-long (7-9 Years)	\$85		
vi. 3 Hour Class – Week-long (7-9 Years) Members	\$70		
vii. 7 Hour Class – Week-long (10-12 Years)	\$140		
viii. 7 Hour Class – Week-long (10-12 Years) Members	\$115		
ix. Behind the Scenes Tours	\$30		
x. Behind the Scenes Tours Members	\$25		
xi. Overnight Safari	\$55		
xii. Overnight Safari Members	\$50		
xiii. Group Overnight Safari	\$50		
xiv. Group Overnight Safari Members	\$40		
xv. Junior Zoo Crew	\$105		
xvi. Junior Zoo Crew Members	\$85		
xvii. Late Pick-up Fee	\$5 every 15 minutes		
xviii. Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$3		
xix. Keeper for a Day	\$100		
xx. Guest Speaker Series			
1. Adult (18+)	Non Resident \$10	City Resident \$5	School Group \$3 (\$2.82 Tax exempt)
2. Child / Student (College or below)	Non Resident \$5	City Resident \$3.50	School Group \$3 (\$2.82 Tax exempt)
3. Two years old and under	Non Resident \$10	City Resident \$5	School Group \$3 (\$2.82 Tax exempt)
4. Family of 4+	Non Resident \$20	City Resident \$15	

5. TPZS Members	\$1	
xxi. Family Nature Program (per person)	TPZS Member \$45 per year	Nonmember \$50 per year
xxii.		
e. Rental Fees		
i. Tent (2 Hour Minimum)	\$ 85 an hour	
ii. Tent (Additional Hours)	\$ 45 an hour	
iii. After Hours Fee (2 Hour Minimum)	\$ 175 an hour	
iv. Animal Encounter Show	\$35	
v. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50	
vi. Costume Character Appearance (1/2 Hour)	\$ 40	
vii. Tent (10' X 10')	\$ 35	
viii. Tent (20' X 40')	\$ 120	
ix. Large Tent (40' x 90') Rental	\$1,500 a day	
x. Large Tent (40' x 90') 4-Wall Rental	\$500 a day	
xi. Wagon/Stroller Rental	\$5	
xii. Single Maeck Center Classroom Hourly	\$200 per hour	
xiii. Single Maeck Center Classroom Daily (eight-hours)	Maximum \$500 a day	
xiv. All Three Maeck Center Classrooms Daily (eight-hours)	Maximum \$1,500 a day	
xv. Cleaning Deposit (refundable)	\$100	
f. Parties and Gatherings:		
i. Birthday Package (only 10 a.m. or 2 p.m.)	\$ 90 (\$25 non-refundable deposit)	
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)	
iii. Private Evening Event	\$ 550	
iv. Off Season Birthday Party	\$ 120	
g. Penguin Interaction:		
i. Adult	\$ 30	
ii. Child (4-12)	\$ 20	
iii. Group Discount (6 or more people)	20% Discount	
h. Volunteer Led Programs:		
i. Onsite Tours (Max 25 People)	\$15	
ii. Offsite Outreach (40 people or less)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$40.00	
2. Within Districts No. 91 and No. 93 (Profit)	\$50.00	
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$55.00	
4.		
5. Any Second Program on the Same Day as First	\$ 35	
iii. Offsite Outreach (40 – 100 People)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$85.00	
2. Within Districts No. 91 and No. 93 (Profit)	\$100.00	

3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$110.00	
4. Any Second Program on the Same Day as First	\$35	
iv. Offsite Outreach (Over 100 People)		
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$130.00	
2. Within Districts No. 91 and No. 93 (Profit)	\$130.00	
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$150.00	
4. Any Second Program on the Same Day as First	\$40.00	
i. Long Distance Outreach:		
i. 50-100 Miles	\$120.00	
ii. 101-150 Miles	\$170.00	
iii. 151-200 Miles	\$220.00	
iv. Additional Programs Fees (Same Day up to 3)	\$70.00	
v. Per Mile Fee (Round Trip Mileage)	\$0.58 a mile	
j. Zoo Traveling Trunks	\$10 per trunk, per week, plus shipping costs	
k. Zoorific Family Fun Days	TPZS Member \$10	Nonmember \$12
l. One Day Holiday Education Program	TPZS Member \$4	Nonmember \$7
10. War Bonnet		
a. Admission		
i. Child (any night)	\$10	
ii. Adult Thursday night	\$25	
iii. Adult Friday night	\$25	
iv. Adult Saturday night	\$30	
v. Hospitality Tent (any night)	\$75	
vi.		
b. VIP Table (4 Seats)		
i. Thursday and Friday Night	\$200	
ii. Saturday Night	\$250	
c. Booths		
i. Food Booth	\$600	
ii. Standard Non-Food Booth	\$200	
11. Recreation – 4801, 4802, 4806		
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$15	
b. Special Event Dispensing Permit'	\$50 plus 3% of Gross Sales on Dispensing	
c. Ice Arena		
i. Ice Rental Fee (Travel tournament, private rental,)	\$187.50 per hour	
ii. Ice Rental Fee (Weekend public skate time)	\$225 an hour	
iii. Special Event Admission	\$10	

iv. Public Skate Admission	
1. Ages 4-12	\$6
2. Ages 13 +	\$6.75
3. Senior	\$5.50
v. Stick, Shoot, and Freestyle	
1. Youth	\$6
2. Adult	\$7.25
3. Senior	\$6
vi. 10 Punch Pass	
1. Ages 4-12	\$50
2. Ages 13 +	\$57
3. Senior	\$45
vii. 30 Punch Pass	
1. Ages 4-12	\$142.50
2. Ages 13 +	\$165
3. Senior	\$127.50
viii. Annual Pass	
1. Ages 4-12	\$340
2. Ages 13 +	\$427
3. Senior	\$340
ix.	
d. Ice Skate Rentals/Lessons	
i. Skate Aide	\$2.50
ii. Ice Skates	\$4.50
iii. Ice Skating Lessons	\$63.84
iv. Ice Skating Lesson with Rentals	\$78.47
v. Adult Skating Lesson (Drop in)	\$13
vi. Adult Skating Lesson (Drop in with Rentals)	\$16
vii. Power Skating and edge control clinic	\$15
viii. Private Ice Skating Instruction	\$30 per half hour
e. Special Event Admission	
i. Laser Light Skate Night	\$7
ii. Halloween Party	\$7
f. Recreation Center	
i. Special Event Admission	\$10
ii. Youth/Senior Admission (Basketball/Pickleball/Weight Room/ Racquetball)	\$4.50
iii. Adult Admission (Basketball/Pickleball/Weight Room/ Racquetball)	\$5.50
iv. Youth/Senior - Rec Center 10-punch pass	\$35
v. Adult - Rec Center 10-punch pass	\$45
vi. Youth/Senior – Year Pass	\$133
vii. Adult – Year Pass	\$166.25
viii. Yearly Businessmen’s Basketball Pass (Noon Ball)	\$75
g. Yoga at the Recreation Center	
i. Adult	\$5.50

ii. Senior	\$4.75	
iii. Adult – 10-punch Pass	\$50.54	
iv. Senior – 10-punch Pass	\$35	
h. Fitness Class / 4801		
i. Youth/Seniors	\$5.75	
ii. Adult	\$6.50	
iii. 10-punch – Youth/Seniors	\$47.50	
iv. 10-punch – Adults	\$55	
i. Basketball		
i. League Fees		
1. High School Basketball League	Non Resident \$70	City Resident \$62
2. Jr. High School Basketball League	Non Resident \$70	City Resident \$62
3. Jr. Basketball League	Non Resident \$56	City Resident \$50
4. Youth Player Fee	Non Resident \$63.81 Without Jersey \$57.88	City Resident \$50.35 Without Jersey \$45.05
5. Jr. High Player Fee	Non Resident \$78.65 Without Jersey \$72.72	City Resident \$62.28 Without Jersey \$56.98
6. High School Player Fee	Non Resident \$78.65 Without Jersey \$72.72	City Resident \$62.28 Without Jersey \$56.98
ii. Basketball Skills	\$33	
iii. Cleave Lewis Basketball Skills Camp	Non Resident \$57.88	City Resident \$45.05
iv. Cleave Lewis Basketball Camp	Non Resident \$100.91	City Resident \$82.15
v. Youth Basketball Camp	Non Resident \$46	City Resident \$34.45
vi. Summer Camp	\$63	
vii. Jr. League	\$45	
viii. Women's and Men's League Summer, Spring, and Fall	\$578.02	
ix. Men's League Winter	\$634.41	
x. Hispanic League	\$578.02	
xi. Women's League	\$578.02	
j. Softball/Baseball		

i. League Fees		
1. Youth Day League Player Fee	Non Resident \$65.30 Without Jersey \$59.36	City Resident \$51.68 Without Jersey \$46.38
2. Idaho Falls Youth Baseball Player Fee	\$131.18	
3. Girls Fastpitch Team Fee	\$844.47	
4. Fast Pitch Tournaments	\$599.17	
5. Men's Fall Softball Team Fee	\$768.34	
6. Men's Summer Softball Team fee	\$1,184.23	
7. Adult Softball Competitive Men's League	Non Resident \$940 Team	City Resident \$840 Team
8. Adult Softball Competitive Co-Ed Fall	Non Resident \$940 Team	City Resident \$840 Team
9. Co-ed Competitive Summer Team Fee	\$1,184.23	
10. Co-ed Summer Softball Team Fee	\$775.39	
11. Co-ed Fall Softball Team Fee	\$768.34	
ii. Bobbie Sox Softball	Non Resident \$49	City Resident \$44
iii. Knothole Baseball	Non Resident \$49	City Resident \$44
iv. Pitching Mound Re-Build	\$200	
v. Baseball/Softball Game Chalked Field Use Fee	Non Resident \$26	City Resident \$26
k. Football		
i. Youth Player Fee	Non Resident \$59.36 Without Jersey \$53.42	City Resident \$46.38 Without Jersey \$41.08
l. Flag Football		
i. Youth	\$50	
ii. Adult	\$450	
m. Recreation Program Fee	\$50	
n. Specialized Recreation Program Fee (Excessive Resources Used)	\$150	
o. T-Ball & Pitching Machine	Non-Resident \$50	Resident \$44
p. Soccer		
i. Men's Soccer League	\$55	
ii. Clinics 12 U	\$50	
iii. Clinics 10 U	\$50	

iv. Clinics 8 U	\$35	
q. Tennis Lessons	Non Resident \$35	City Resident \$31.25
r. Tennis Camp	\$10	
s. Volleyball		
i. Youth Player Fee	Non Resident \$59.36	City Resident \$46.38
	Without Jersey \$53.42	Without Jersey \$41.08
ii. Volleyball Registration	Non Resident \$45	City Resident \$40
iii. Co-ed Sand Volleyball	\$300	
t. Taiko Drumming	\$187.50	
u. Dance Lessons	\$35	
v. Running Program	\$60.20	
w. Jr. Posse Program	\$46.55	
x. Preschool Gym		
i. Single Child	\$2	
y. Lil' Sports Programs		
i. Lil' Sports Programs	\$46.55	
ii. Science Workshops	\$125	
iii. Dirt Bike Clinic		
1. Youth	\$75	
2. Adult	100	
z. Cyclocross Bike Races		
i. Great Pumpkin Cross	\$20	
ii. Blue Goose	\$20	
aa. Breakfast with Santa	\$8	
bb. Daddy Daughter Date	\$80	
cc. Dinner and a Movie	\$30	
dd. Skateboard Programs		
ee. Skateboard Competition	\$15	
ff. Fishing Buddies Clinic	\$30	
gg. Fishing Clinic	\$38	
hh. Rentals		
i. Candle Stick Rental	\$2 a day	
ii. Candle Stick Replacement	\$40	
iii. –A Frame Rentals	\$5 a day	
iv. A-Frame Replacement	\$60	
v. Posse Program Fees	\$30 per rider	
ii. City Market		
i. City Market Membership	\$50 a season	
ii. City Market Member Rate	\$10 a week	
iii. City Market Non-Member Rate	\$20 a week	
12. Wes Deist Aquatic Center Fees – 4803		
a. Special Event Admission	\$10	
b. Membership Fees		

i. Senior		
1. 1-Month Senior	Non-Resident \$61.32	City Resident \$54.25
2. 3-Month Senior	Non-Resident \$161.56	City Resident \$143.63
3. 6-Month Senior	Non-Resident \$289.62	City Resident \$260.61
4. 1-Year Senior	Non-Resident \$514.86	City Resident \$462.74
ii. Adult		
1. 1-Month Adult	Non-Resident \$68.87	City Resident \$64.62
2. 3-Month Adult	Non-Resident \$180.90	City Resident \$160.85
3. 6-Month Adult	Non-Resident \$323.35	City Resident \$290.33
4. 1-Year Adult	Non-Resident \$478.07	City Resident \$429.95
iii. Couple (Couple is 2 People from the Same Household)		
1. 1-Month	Non-Resident \$120.28	City Resident \$106.37
2. 3-Month Couple	Non-Resident \$326.42	City Resident \$293.40
3. 6-Month Couple	Non-Resident \$478.07	City Resident \$429.95
4. 1-Year Couple	Non-Resident \$612.74	City Resident \$550.71
iv. Family (Family is up to 5 people in the Same Household)		
1. 1-Month Family	Non-Resident \$173.12	City Resident \$155.19
2. 3-Month Family	Non-Resident \$375.24	City Resident \$337.26
3. 6-Month Family	Non-Resident \$612.74	City Resident \$550.71
4. 1-Year Family	Non-Resident \$1,023.35	City Resident \$920.28
5. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	Non-Resident \$26.89	City Resident \$23.82
6. 3-Month Family Add-On	Non-Resident \$35.14	City Resident \$31.13
7. 6-Month Family Add-On	Non-Resident \$52.12	City Resident \$46.23
8. 1-Year Family Add-On	Non-Resident \$85.85	City Resident \$76.89
c. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)		
i. Adult Everything Punch Card	Non-Resident	City Resident

	\$55.19	\$50.94
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	Non-Resident \$48.82	City Resident \$44.58
d. Daily Fees		
i. Adult (13 +) Admission	Non-Resident \$6.13	City Resident \$5.66
ii. Senior/Child (62 + and 12 and Under) Military/Handicap	Non-Resident \$5.42	City Resident \$4.95
iii. Pre-School (3 & Under) – Swim Diaper Included	Non-Resident \$4.01	City Resident \$3.77
iv. Wading Pool Admission Only (17 years and younger, parents/guardians get in free with paying child)	\$4	
e. Fitness Classes Daily		
i. Adult (13 +)	Non-Resident \$6.60	City Resident \$5.90
ii. Senior/Child (62 + and 12 and Under)	Non-Resident \$4.01	City Resident \$3.77
f. Birthday Parties	\$85.85	
g. Group Rates (Pre-Arranged Groups Only)		
i. 10-19 in Group	\$4.95	
ii. 20-29	\$4.72	
iii. 30 +	\$4.48	
iv. Group Instructor Fee (one hour, for up to 8 students)	\$16.98	
h. Facility Rentals		
i. Up to 50 Swimmers (Per Hour)	\$165	
ii. Up to 100 Swimmers (Per Hour)	\$185	
iii. Up to 150 Swimmers (Per Hour)	\$245	
iv. Up to 200 Swimmers (Per Hour)	\$305	
v. Up to 250 Swimmers (Per Hour)	\$365	
vi. Up to 300 Swimmers (Per Hour)	\$425	
vii. Up to 350 Swimmers (Per Hour)	\$485	
viii. Up to 400 Swimmers (Per Hour)	\$545	
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$65	
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$78	
xi. Room Rental	\$9.91	
i. Lessons		
i. Full Size Lessons (8 Days)	Non-Resident \$56	City Resident \$50
ii. Half Size Lessons (8 Days)	Non-Resident \$103.60	City Resident \$92.50
iii. Private (One ½ Hour Class)	\$25.94	
iv. Semi-Private (One ½ Hour Class)	\$33.75	
j. School Fees (tax exempt)		
i. School Group Lessons	\$4.75	

ii. High School PE Classes	\$3.50	
iii. High School PE Aerobics	\$5	
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$4	
k. Kayaking		
i. Open Boat	\$8.49	
ii. Group Instructor Fee	\$7.50	
l. Late Fees for Programs (for those who register after the deadline)	\$5	
m. Daily Themed Programs	\$15	
n. Lane Rentals (USA/High School/Non-Profit)	\$11	
o. Swim Team Fees		
i. Lane Hours (High Schools)	\$15	
ii. Lane Hours (USA)	\$15	
iii. Rental (for a 4 Hour Session with set up and take down)	\$700 per team	
iv. Scoreboard Time System Maintenance Fee	\$6.50 per use	
p. Surfer Swim Team		
i. Surfer Team Membership Fee	\$50	
ii. Surfer Team Lesson Fee	Non-Resident \$9.91	City Resident \$8.96
q. High School Swim Team Fees		
i. High School Swim Team Dual Meets	\$500 per meet	
ii. High School Spring League Swim Team (in house)	Non-Resident \$209.91	City Resident \$187.50
iii. High School Regional Meets	\$3	
iv. Junior High Swim Team	Non-Resident \$209.91	City Resident \$177.50
r. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year		
i. 3 Days per Week (Practices)	\$125	
ii. 2 Days per Week	\$90	
iii. 1 Day per Week	\$55	
iv. Add on an Additional Day Session	\$35	
s. Multi-Family Program Discounts		
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)		
ii. 2 nd Person	5% Discount	
iii. 3 rd or More	10% Discount	
t. Scouting		
i. Scout Instructor Fee	\$13	
ii. Scout Class – CPR Component to Any Merit Badge	\$5	
iii. 1 st and 2 nd Class & Cub Scout Aqua Badges	\$7.50	
iv. Snorkeling and Scuba	14.50	

v. Lifesaving Merit Badge, First Aid Merit Badge	\$30
vi. Swimming Merit Badge	\$30
u. Program Fees	
i. Mermaid Experiences	\$45.52
ii. Mermaid Birthday Parties	\$325
iii. Lifeguard Class	\$259.43
iv. Water Safety Instructor Class	\$235.85
v. Fitness Challenge	\$12.26
vi. Triathlons	\$32.55
v. Swim Meet Use Fee (Per Swimmer)	\$6.50
13. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$21.60
ii. Weekday 18 Holes	\$34.56
iii. Weekend 9 Holes	\$22.68
iv. Weekend 18 Holes	\$35.64
b. Resident Green Fees	
i. Weekday 9 Holes	\$19.44
ii. Weekday 18 Holes	\$31.32
iii. Weekend 9 Holes	\$18.36
iv. Weekend 18 Holes	\$32.40
c. Make-Up Green Fees	
i. Make-Up One	\$7.25
ii. Make-Up Two	\$3
iii. Make-Up Three	\$1
d. Resident Season Pass*	
i. First Adult*	\$850.12
ii. Second Adult*	\$716.06
iii. First Senior 5-Day*	\$653.45
iv. Second Senior 5-Day*	\$605.33
v. First Senior 7-Day*	\$752.16
vi. Second Senior 7-Day*	\$773.76
vii. Young Adult Pass*	\$596.76
e. Non-Resident Season Passes*	
i. First Adult*	\$895.96
ii. Second Adult*	\$758.46
iii. First Senior 5-Day*	\$679.98
iv. Second Senior 5-Day*	\$626.12
v. First Senior 7-Day*	\$798.56
vi. Second Senior 7 Day*	\$746.43
f. Junior Season Pass*	
i. Full-Time Junior*	\$280.80
ii. Part-Time Junior*	\$205.20
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$170.10
ii. Punch 10-18 Hole	\$321.30
iii. Punch 20-9 Hole	\$286.74

iv. Punch 20-18 Hole	\$541.62
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$199.26
ii. Punch 10-18 Hole	\$315.90
iii. Punch 20-9 Hole	\$376.38
iv. Punch 20-18 Hole	\$596.70
i. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$248.34
k. Driving Range	
i. Small Bucket	\$5
ii. Large Bucket	\$6.50
iii. Small Bucket 10 Punch Pass	\$42.50
iv. Large Bucket 10 Punch Pass	\$55.25
l. Short Course	
i. Green Fees	\$4
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
m. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	\$8.10
ii. Golf Cart Per Rider 18 Holes	\$16.20
iii. Private Cart Trail Fee per Rider 9 Holes	\$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	\$ 15
v. 11 Cart Punch Pass	\$80.33
vi. 22 Cart Punch Pass	\$155.09
n. Single Rider Cart Pass Annual	\$1,024.25
o. Two Rider (Family) Cart Pass Annual	\$1,318.20
p. Cart Pass 1 Rider 1 Course Annual	\$123.60
q. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
r. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5
s. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	\$1650
ii. Birdie Pass/Punch Partner Sponsorship package	\$1095
iii. Par Partner Sponsorship package	\$795
iv. Junior Partner Sponsorship package	\$500
v. Tee Marker Sign Ad - all 3 courses	\$500

vi. Tee Marker Sign Ad #1 Request	\$200
vii. Tee Marker Sign Ad - Short Course	\$150
viii. Golf Cart Ad (June or July or August)	\$500
ix. Golf Cart Ad (May or September)	\$400
x. Golf Cart Ad (April or October)	\$250
xi. Golf Shop Monitor Ad (3 rotating months)	\$200
* All Season Pass Categories, are be subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.	

POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	\$15
b. Downtown Unlawful Parking Citation	\$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	\$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	\$50
f. Any other Violation of the Public Parking Ordinance	\$20
g. Violation of Snow Removal Ordinance	\$45
2. Abandoned Vehicle Reclamation – Processing Fee	\$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	\$45
b. Taxi Operator	\$45
c. Courtesy Vehicle Operator	\$45
d. Child Care Worker Certification	\$45
e. On-Site Non Provider Certification	\$45
f. Door-To-Door Solicitors	\$45
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	\$300
b. Misdemeanor fine, unless otherwise specified	\$1,000
c. Distracted Driving – 1 st offense within 2 year period (infraction)	\$100
d. Distracted Driving – 2 nd offense within 2 year period	\$200
6. Animal Control Fees	
a. Licensing Fees	
i. Unaltered Dog and Cat License	\$30 per year
ii. Altered Dog and Cat License	\$10 per year
iii. Duplicate Tag Fee	\$1
iv. Additional Dog Permit Fee	\$90
v. Dog License Permit Fee	\$111
b. Euthanasia and Surrender Fees	
i. Euthanasia – Dogs and Cats	\$25

ii. Euthanasia - Trapped Squirrels	\$3
iii. Animal Surrender	\$ \$25
iv. Additional Animal Surrender	\$10
v. Out of County Stray	\$25
c. Miscellaneous Fees	
i. Microchip	\$20
ii. Microchip Transfer	\$ 10
iii. General cremation (no ashes back)	\$15
iv. Cremation (ashes returned 0-25 lbs)	\$45
v. Cremation (ashes returned 26-60 lbs)	\$65
vi. Cremation (ashes returned 61-100 lbs)	\$115
vii. Cremation (ashes returned over 100 lbs)	\$145
viii. Impound Fee	\$25
ix. Boarding Fee	\$19 per day
d. Digital Forensic Service for Outside Agencies	\$100

Public Works Department

ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	<p>If improvement costs are equal to or less than \$100,000, then 4% of improvement costs.</p> <p>If improvement costs are greater than \$100,000 but less than or equal to \$500,000 then \$4,000 plus 1% of improvement costs over \$100,000.</p> <p>If improvement costs are greater than \$500,000, then \$8,000 plus .5% of improvement costs over \$500,000.</p>
2. Right-of-Way Permit Fee	\$50 per permit

SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. Shared Commercial Container	\$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$30
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	

i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	\$30.70
ii. Per Weekly Pickup	\$10.10
c. 3 C. Y. Container:	
i. Base Charge	\$35.80
ii. Per Weekly Pickup	\$13.90
d. 4 C. Y. Container:	
i. Base Charge	\$38.45
ii. Per Weekly Pickup	\$17.65
e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85
iv. County Disposal Fee, Per Load	\$25
v. County Unsorted Fee, Per Load	\$150
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	\$ 15
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge
6. Tire Disposal Fees	
a. Motorcycle, ATV or UTV	\$2.00/Each
b. Automobile, Light Truck	\$3.00/Each
c. Truck	\$6.00/Each
d. Farm Implement	\$25.00/Each
e. Earth Moving Equipment	\$50.00/Each
f. Shredded Tires	\$250.00/Ton
g. Bulk Tires	\$250.00/Ton
7. Freon Fee, per unit	\$ 10.00
8. Peterson Hill/Landfill Haul Fee (30 C.Y.), per container	\$ 142.00
9. Swap Out of 1.5, 3 and 4 C.Y. Containers, per request	\$ 25.00
10. Extra Dump for 1.5, 3 and 4 C.Y. Containers, per extra dump	\$ 15.00
11. Dry Run Fee for Inaccessible 30 C.Y. Containers, per each	\$ 50.00
12. Damage to Commercial Containers	Actual Cost

STREET DIVISION FEES

1. Candlesticks and Base replacement	\$50 Each
2. A-Frame replacement	\$65 Each

3. Cones replacement	\$50 Each
4. Sign and Stand replacement	\$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	\$25

WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees: Based on Water Service Connection Size	
a. 1" Service Connection	\$1,285
b. 1.5" Service Connection	\$2,570
c. 2" Service Connection	\$4,112
d. 3" Service Connection	\$8,224
e. 4" Service Connection	\$12,850
f. 6" Service Connection	\$25,700
g. 8" Service Connection	\$41,210
2. Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$0.15
3. Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located	\$24.50
4. Monthly Non-metered Residential Wastewater Rates:	
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 23.70
b. Duplex, per dwelling or unit	\$ 23.70
c. Apartment Unit (tenant pays bill), per unit	\$ 17.75
5. Monthly Non-metered Commercial Wastewater Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 20.95
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 27.95
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 50.70
d. Category 4 (Hall, Restaurant), per business	\$ 74.10
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 138.30
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 802.35
6. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$ 10.35
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 13.15
7. Monthly Metered Wastewater Rates:	
1. Base Charge	\$ 3.80
2. Plus per each 1,000 gallons of metered water	\$ 2.35
8. Outside of City Billing Rates	110% of Metered Rates or Non-metered Rates as Set

	Forth Above for City Residents
9. Construction Wastewater Rates	
a. Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit	\$ 11.85
b. Monthly Non-metered Apartment Construction Water Rate, per unit	\$ 8.90
c. Monthly Non-metered Commercial Construction Water Rate, per building	\$ 25.35
10. Industrial Rates for Certain Users:	
a. Ingredion Incorporated:	
i) Flow	\$ 0.6392 per 1,000 Gallons
ii) BOD	\$0.6608 per Pound
iii) TSS	\$ 0.4130 per Pound
b. Busch Agricultural Resources:	
i) Flow	\$ 0.6392 per 1,000 Gallons
ii) BOD	\$ 0.6608 per Pound
iii) TSS	\$ 0.4130 Per Pound
c. Golden Valley Natural	
i) Flow	\$ 0.9168 Per 1,000 Gallons
ii) BOD	\$ 0.7164 per Pound
iii) TSS	\$ 0.4470 per Pound
iv) Monthly Base Service	\$1,300 per month
11. County and City Rates:	
a. City of Ammon	\$ 3.53 per 1,000 Gallons
b. City of Ammon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
c. Iona Bonneville Sewer District	\$ 3.53 per 1,000 Gallons
d. Iona Bonneville Sewer District – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
e. City of Ucon	\$ 2.13 per 1,000 Gallons
f. City of Ucon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15
12. Ammon and ISBD Wasterwater Service Connection Fee: Based on Water Service Connection Size	
a. 1" Service Connection	\$582
b. 1.5" Service Connection	\$1,164
c. 2" Service Connection	\$1,862
d. 3" Service Connection	\$3,725

e. 4" Service Connection	\$5,820
f. 6" Service Connection	\$11,640
g. 8" Service Connection	\$18,624
13. Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000
b. Civil Fine for Wastewater Code Violation	\$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000
14. Maximum Informant Reward	\$1,000
15. Septic Haulers Annual License:	\$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	\$ 48.20
a. $0 \geq 500$ Gallons	
b. $501 \geq 1000$ Gallons	\$ 96.40
c. $1001 \geq 1500$ Gallons	\$ 144.60
d. $1501 \geq 2000$ Gallons	\$ 192.80
e. $2001 \geq 2500$ Gallons	\$ 241.00
f. $2501 \geq 3000$ Gallons	\$ 289.20
g. $3001 \geq 3500$ Gallons	\$ 337.40
h. $3501 \geq 4000$ Gallons	\$ 385.60
i. $4001 \geq 4500$ Gallons	\$ 433.80
j. $4501 \geq 5000$ Gallons	\$ 482.00
k. $5001 \geq 5500$ Gallons	\$ 530.20
l. $5501 \geq 6000$ Gallons	\$ 578.40
16. Maximum Fine for Violation of Wastewater Code	\$1,000
17. Maximum Penalty for Violation of Wastewater Code	\$1,000
18. Service/Inspection Call Charges	
a. Culvert/Pipe Clean Outs	Actual Costs
b. Jet-Vac Truck Usage	Actual Costs
c. After-hour Service/Inspection Call Charge	\$26.25 per half hour

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
a. 1" Service Connection	\$2,722.00
b. 1.5" Service Connection	\$6,126.00
c. 2" Service Connection	\$10,886.00
d. 3" Service Connection	\$24,494.00
e. 4" Service Connection	\$43,546.00
f. 6" Service Connection	\$97,978.00

g. 8" Service Connection	\$174,182.00
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$10 per request
b. Requested without 5 business days' notice, or after business hours	\$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	\$ 41.80
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	\$25
6. Service/Inspection Call Charge: After-hour Service/Inspection Call Charge, per ½ hour	\$26.25
7. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 22.50
b. Duplex, per dwelling or unit	\$ 22.50
c. Apartment Unit (tenant pays bill), per unit	\$ 18.10
8. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 18.10
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 31.90
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 39.90
d. Category 4 (Hall, Restaurant), per business	\$ 105.25
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 151.55
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 315.75
9. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$13.40
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 16.85
10. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$ 12.00
b. Duplex, per dwelling or unit	\$ 6.00
c. Apartment Unit (tenant pays bill), per unit	\$ 3.00
11. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel), per 100 square feet of calculated landscape area	\$ 0.20
12. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$ 12.35

13. Construction water rates	
a. Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit	\$11.25
b. Monthly Non-metered Apartment Construction Water Rate, per unit	\$9.05
c. Monthly Non-metered Commercial Construction Water Rate, per building	\$19.95
14. Fire Hydrant Meter Assembly Deposit, per meter assembly	\$1,800
15. Fire Hydrant Metered Use Volumetric Rate, per 1,000 gallons (or fraction thereof)	\$5
16. Monthly Base Metered Water Rates, per size of water meter:	
a. 5/8" Meter	\$26.50
b. 3/4" Meter	\$26.50
c. 1" Meter	\$26.50
d. 1-1/4" Meter	\$35.25
e. 1-1/2" Meter	\$44.25
f. 2" Meter	\$53
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25
i. 6" Meter	\$168.10
j. 8" Meter	\$265
17. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
18. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
19. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

CITY OF IDAHO FALLS

Fee Changes

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided. Public comment on these proposed changes will be received at a public hearing at 7:30 pm on May 13, 2021, at 680 Park Avenue, Idaho Falls, Idaho, in the City Council Chambers.

Source of Fees	Current Fees	New Fees
<u>Community Development Services</u>		
5. Residential Plan Check Fee	10% of the permit valuation	25% of the permit valuation
<u>Public Works</u>		
Wastewater Service Connection Fees: Based on Water Service Connection Size		
a. 1" Service Connection	\$1,107	\$1,285
b. 1.5" Service Connection	\$2,214	\$2,570
c. 2" Service Connection	\$3,542	\$4,112
d. 3" Service Connection	\$7,083	\$8,224
e. 4" Service Connection	\$11,069	\$12,850
f. 6" Service Connection	\$22,136	\$25,700
g. 8" Service Connection	\$35,418	\$41,210
County and City Rates:		
a. City of Ammon	\$ 2.90 per 1,000 Gallons	\$3.53
b. Iona Bonneville Sewer District	\$ 2.90 per 1,000 Gallons	\$3.53
c. City of Ucon	\$ 2.13 per 1,000 Gallons	
Ammon and ISBD Wastewater Service Connection Fee: Based on Water Service Connection Size		
a. 1" Service Connection		\$582
b. 1.5" Service Connection		\$1,164
c. 2" Service Connection		\$1,862
d. 3" Service Connection		\$3,725
e. 4" Service Connection		\$5,820
f. 6" Service Connection		\$11,640
g. 8" Service Connection		\$18,624



Memorandum

File #: 21-103

City Council Meeting

FROM: Randy Fife
DATE: Thursday, April 29, 2021
DEPARTMENT: City Attorney

Subject

Ordinance Conforming Mayoral Power to Idaho Constitution and Idaho Code

Council Action Desired

- ☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve Ordinance amending City Code to conform Mayoral powers to the limits of the Idaho Constitution and the Idaho Code under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance or take other action deemed appropriate).

Description, Background Information & Purpose

Cities in Idaho are established pursuant to Idaho Constitution, Article XII. Cities are governed also by general laws contained in Idaho Code Title 50, Mayors have only the powers delegated to them by the Idaho Code. The State Legislature has limited the exercise of mayoral police power to corporate City limits, effective March 12, 2021. This Ordinance amends the City Code to reflect the limitation of mayoral authority in the Idaho Constitution and in the Idaho Code.

Alignment with City & Department Planning Objectives



Promotes good government.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

None.

Legal Review

City Attorney office has reviewed the law and has drafted the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1, CHAPTER 5, SECTION 7, LIMITING MAYOR'S AUTHORITY TO CITY LIMITS CONSISTENT WITH IDAHO CODE; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, cities in Idaho are established pursuant to Idaho Constitution, Article XII; and

WHEREAS, municipal corporations are governed, in part, by general laws contained in Idaho Code Title 50; and

WHEREAS, cities, including their mayors, have only the powers delegated to them by the Idaho Code; and

WHEREAS, the State Legislature has recently limited mayoral police power authority to City limits by amendments to Idaho Code Section 50-304 and Section 50-606 (HB 74); and

WHEREAS, HB 74 was passed as an emergency Bill and has been effective since March 12, 2021; and

WHEREAS, this Ordinance amends the City Code to reflect the limitation of mayoral authority in the Idaho Code.

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

SECTION 1. Title 1, Chapter 5, Section 7 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded and immediately replaced with the following language:

...

1-5-7: ~~EXTRATERRITORIAL—~~POWERS: The Mayor shall have the following ~~extraterritorial~~ powers over all persons, places, and activities located ~~outside~~ within the corporate boundaries of the City, as authorized, delegated, and permitted by Idaho Code:

(A) To prevent, remove, and abate nuisances ~~located within three (3) miles of the corporate boundaries,~~ at the expense of the person causing or maintaining the same; ~~and and to exercise all powers conferred upon the City, pursuant to Idaho Code Section 50-334.~~

(B) To enforce all health and quarantine laws and ordinances against any person or place; ~~and located within five (5) miles of the corporate boundaries.~~

(C) To enforce all laws and ordinances regulating or prohibiting the loading, storage and transportation of hazardous materials or chemicals; and within three (3) miles of the corporate boundaries.

~~(D) To extend the City street lighting system for a distance of no greater than two (2) miles outside the corporate limits.~~

~~(E) To enforce all platting, zoning, street and surface drainage ordinances; and applicable within one (1) mile of the corporate limits, to the fullest extent permitted under Idaho Code Sections 50-1306, 50-1330 and 67-6526~~

~~(F) To enforce all ordinances and to exercise all police powers conferred upon the City, except taxation, regarding offenses committed within one (1) mile of corporate limits, to the fullest extent permitted by Idaho Code Section 50-606.~~

...

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

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

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

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this day of _____, 2021.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, Ph.D.
MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING
TITLE 1, CHAPTER 5, SECTION 7, LIMITING MAYOR’S AUTHORITY TO
CITY LIMITS CONSISTENT WITH IDAHO CODE; AND PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

File #: 21-127

City Council Meeting

FROM: Randy Fife
DATE: Tuesday, May 11, 2021
DEPARTMENT: City Attorney

Subject

Sister Cities Ordinance Update

Council Action Desired

- ☒ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Ordinance reorganizing the Sister Cities Advisory Committee under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

Description, Background Information & Purpose

For many years, the Idaho Falls Sister Cities Program has promoted relations and understandings between the Japanese City of Tokai-mura and the City of Idaho Falls. This Ordinance revises the current City Code Chapter that regulates the City's relationship with the Sister Cities program in order to ensure that the program continues to thrive and still meet government financing and accounting best practices.

Alignment with City & Department Planning Objectives



This Ordinance supports the fiscal management and community objectives.

Interdepartmental Coordination

Municipal Services has coordinated with Legal on this ordinance.

Fiscal Impact

There is no fiscal impact.

Legal Review

Legal has prepared and drafted the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 2, CHAPTER 14, TO EXPAND THE PURPOSES, DUTIES, AND GOALS OF THE SISTER CITIES ADVISORY COMMITTEE AND REORGANIZE ITS COMPOSITION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, for forty (40) years, the Idaho Falls Sister Cities program has been a valuable City program, actively promoting relations and understandings between the Japanese city of Tokai-mura and Idaho Falls; and

WHEREAS, the Sister Cities program is dedicated to cultural and historical exchanges between, and knowledge of, Japan and the United States; and

WHEREAS, the City and the Sister Cities Adult and Youth Associations wish to work collaboratively to continue the cultural and person-to-person exchanges between Tokai-mura and Idaho Falls; and

WHEREAS, the City desires to take a more active supportive role in the Sister Cities program in order to expand its presence in the community; and

WHEREAS, the City desires to maintain government financing and accounting best practices related to City funds directed to the Sister Cities program; and

WHEREAS, the City and the Sister Cities Association desire to enhance their dynamic and complementary relationship dedicated to the identified purposes and goals of the Sister Cities program.

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

SECTION 1. Title 2, Chapter 14 of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded and immediately replaced with the following language:

2-14-1: ESTABLISHMENT: The Sister Cities Advisory Committee (“Committee”) is hereby established. The Committee shall consist of seven (7) voting members and three (3) ex-officio non-voting members, as set forth in this Chapter. Committee members shall demonstrate interest in the Sister City’s purposes, duties, and goals, and shall serve without compensation. Voting members of the Committee shall consist of the current Mayor or the Mayor’s appointee to the Committee; one (1) member of the Sister Cities Adult Association recommended by its President; one (1) adult leader of the Sister Cities Youth Association; one (1) member recommended by Idaho School District 91 or by School District 93; one (1) member of a business located in the City; one (1) member of a local service club or cultural or arts organization; and one (1) member of the Idaho National Laboratory or one of its contractors or affiliates.

All voting members shall be City residents and shall not be members of a Sister Cities Association, except for voting members from the Sister Cities Youth Association and Sister Cities Adult Association, who may be non-City residents and members of a Sister Cities Association. Non-voting ex-officio members of the Committee shall consist of one (1) senior high school student who is an active member of the Sister Cities Youth Association, as recommended by the Association; one (1) employee of an institution of higher education located within the City; and one (1) member of a service organization located within the City.

2-14-2: **PURPOSE:** Committee is established to improve, promote, and sustain cultural understanding and to facilitate personal and business ties, friendships, and fellowships between Tokai-mura, Japan, and the City by providing input and advice to City elected officials and staff.

2-14-3: **DUTIES AND GOALS.**

A. **DUTIES.** Committee duties include expansion of the Idaho Falls community's awareness of and participation in the cultural understandings made possible by the Sister Cities program; development of economic relationships and specific joint projects; cultivation of long-term personal relationships and friendships among people in both communities; development and presentation of a two-year budget for the Sister Cities program, which should be presented to and considered by the Council for annual appropriation of the Sister Cities program; and demonstration of the value to the taxpayers of Idaho Falls including economic benefits, as well as educational opportunities. When requested by the Mayor or the Council, the Committee shall report on the purposes, duties, and goals of the Committee.

B. **GOALS.** Goals to verify the continuing value of the Sister Cities program to City taxpayers may be achieved by implementing the following elements of the Sister Cities program: enhancing outreach to the community through such institutions as the Idaho Falls Library, local schools, the arts, and cultural organizations; expanding exchange opportunities through such programs as City-to-City and City Departmental-level exchanges; classroom-to-classroom or school-to-school exchanges; arts and cultural exchanges; expanding and promoting historical and cultural understandings of Japan for community travelers to Japan and for the City; in conjunction with the Idaho Falls Library and with the Museum of Idaho providing support for the Sister Cities Library exhibit; pursuing, where feasible, economic development opportunities and connections with Tokai-mura; and providing oversight of City monies budgeted for the Sister Cities program.

2-14-4: **ORGANIZATION:** The Committee shall annually elect a Chair and other necessary officers from its membership, who shall serve until replaced or re-elected pursuant to this Subsection.

2-14-5: **TERMS:** All voting members shall serve terms of three (3) years, except that the terms of the initial Committee members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than three (3) voting members shall expire at any calendar year. Terms of voting members shall expire December 31 of the third year of their appointment. All non-voting ex-officio members of the Committee shall serve the greater of two (2)

years or as long as they continue to serve in the offices or capacities designated in this Chapter. The Mayor's or Mayor's appointee's term shall coincide with the Mayor's term of office.

2-14-6: **REMOVAL:** A voting Committee member may be removed from the Committee by the Mayor and at the Chair's request, following either two (2) consecutive meeting absences unexcused by the Chair, or two (2) meeting absences in any calendar year, or at any time by the majority vote of the Council.

2-14-7: **VACANCY:** The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Committee member in the event of a vacancy or in the event any member ceases to be qualified.

2-14-8: **ATTENDANCE:** A majority of voting Committee members shall constitute a quorum for purposes of conducting the business of the Committee. Non-voting members present at meetings shall not be considered when determining the number required for a quorum or whether a quorum is present.

2-14-9: **OPEN MEETINGS:** All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting Law.

2-14-10: **MINUTES:** The Committee shall keep minutes of its proceedings, including the vote of each voting member on every presented issue. The meeting minutes and other records of the Committee shall be open to the public.

2-14-11: **NO COMPENSATION:** Committee members shall receive no compensation for their service on the Committee; however, expenses for equipment and supplies necessary for the Committee to conduct its business shall be allowed by the Council.

2-14-12: **FUNDING, AND DONATIONS:** The Committee is authorized to seek outside funding and in-kind donations for Sister Cities Association projects, as may be approved by the Council and in accordance to City budget procedures. Expenditure of budgeted amount shall follow City budgeting and financial policies.

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

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

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

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this day of _____, 2021.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, Ph.D.
MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 2, CHAPTER 14, TO EXPAND THE PURPOSES, DUTIES, AND GOALS OF THE SISTER CITIES ADVISORY COMMITTEE AND REORGANIZE ITS COMPOSITION; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

Memorandum

File #: 21-106

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, May 3, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-CDBG PY 2020 Consolidated Annual Performance and Evaluation Report (CAPER)

Council Action Desired

- ☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

No action requested for this hearing.

Description, Background Information & Purpose

Pursuant to HUD requirements, entitlement communities receiving CDBG funds must complete an annual performance and evaluation report (CAPER). As part of the reporting process, information on projects completed and funds spent must be presented in a public hearing and then posted for public comment. The public hearing has been advertised and scheduled for the May 13, 2021, regular meeting. The meeting will be followed by a 15-day public comment period and then a request for the Council to approve a resolution at the May 27, 2021, meeting. The CAPER must be submitted to HUD no later than June 30, 2021. 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

NA

Legal Review

NA



Memorandum

File #: 21-117

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, May 6, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division No. 2.

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Development Agreement for Providence Point Division No. 2, and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Providence Point 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 Providence Point 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 Providence Point Division No. 2. The Planning and Zoning Commission considered this item at its March 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan Subdivision Ordinance, and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Streets, Engineering, Survey, and Parks and Rec.



Fiscal Impact

NA



















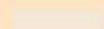



Legal Review

This application has been reviewed by Legal pursuant to applicable law.

Legend

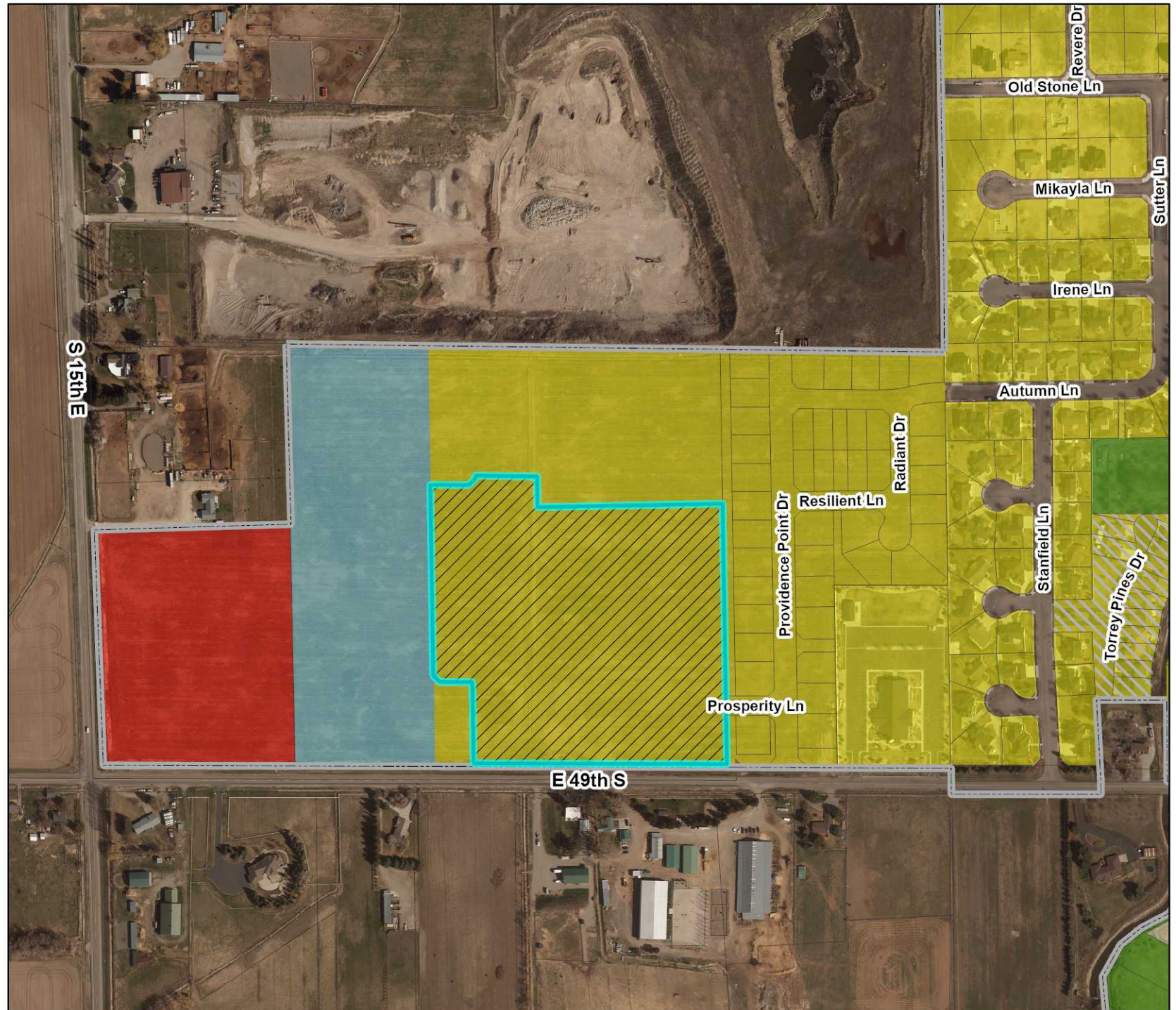
-  Site
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P

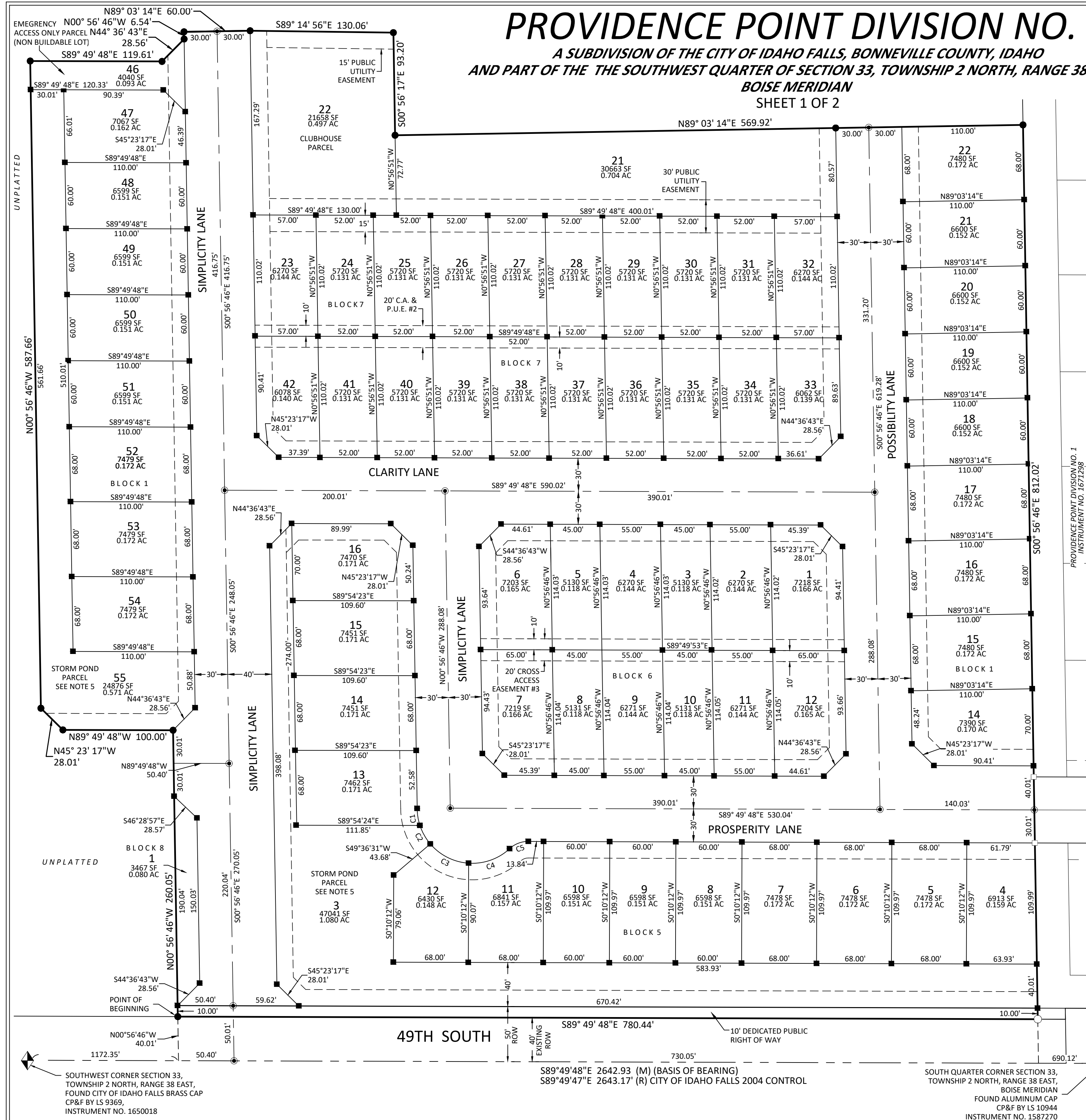


Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





PROVIDENCE POINT DIVISION NO. 2
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
AND PART OF THE THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST
BOISE MERIDIAN
SHEET 1 OF 2



NOTES

1. LOTS SHALL NOT HAVE DIRECT ACCESS ONTO 49TH SOUTH.
2. ATTACHED SINGLE DWELLINGS, LOTS 1-12, BLOCK 6.
3. FUTURE IDAHO FALLS OVERHEAD POWER. TREES AND SHRUBS TO MEET CITY CODE.
4. LOTS 29, 40, 46 BLOCK 1 AND LOT 1, BLOCK 8 ARE DESIGNATED AS BLANKET PUBLIC UTILITY EASEMENTS IN THEIR ENTIRETY AND ALL LANDSCAPING AND SIDEWALKS TO BE MAINTAINED BY THE HOA.
5. LOTS 55 AND 56, BLOCK 1 AND LOT 3, BLOCK 5 AND LOT 21, BLOCK 7 ARE DESIGNATED AS BLANKET PUBLIC UTILITY AND PUBLIC STORM WATER RETENTION EASEMENTS IN THEIR ENTIRETY AND ALL LANDSCAPING AND SIDEWALKS TO BE MAINTAINED BY THE HOA.
6. ALL LANDSCAPE STRIPS ALONG PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE HOA.
7. ALL LANDSCAPE ISLANDS WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE HOA.
8. CROSS ACCESS AND PUBLIC UTILITY EASEMENT #2 IS DESIGNATED AS AN INGRESS EGRESS EASEMENTS TO THE PUBLIC AND BLANKET PUBLIC UTILITY EASEMENTS IN THEIR ENTIRETY. ALL APPURTENANCES TO BE MAINTAINED BY THE HOA. FIRE ACCESS NO PARKING SIGNAGE TO EXTENT THE FULL LENGTH OF THE ACCESS WAY.
9. CROSS ACCESS EASEMENT #3 IS DESIGNATED AS AN INGRESS EGRESS EASEMENT TO THE PUBLIC IN ITS ENTIRETY AND ALL APPURTENANCES TO BE MAINTAINED BY THE HOA. FIRE ACCESS NO PARKING SIGNAGE TO EXTENT THE FULL LENGTH OF THE ACCESS WAY.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	15.69'	50.00'	17°58'34"	S09°13'42"E	15.62'
C2	19.35'	50.00'	22°10'30"	S29°18'14"E	19.23'
C3	39.97'	50.00'	45°48'15"	S63°17'36"E	38.92'
C4	40.55'	50.00'	46°28'04"	N70°34'14"E	39.45'

LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED
- EXISTING UTILITY EASEMENT AS NOTED
- FOUND 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
- FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 8795
- 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
- P.L.S. CORNER AS NOTED
- P.U.E.
- C.A.
- PUBLIC UTILITY EASEMENT
- CROSS ACCESS EASEMENT

SURVEYOR'S CERTIFICATION

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 PROVIDENCE POINT 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.

LICENSE NO. 9369



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

OFFICES AT:

1331 Fremont Ave.
Idaho Falls, Idaho 83402

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

SURVEYED BY: ADAM SNARR
DRAWN BY: SCOTT ROWLEY
APPROVED BY: KURT ROLAND
PROJECT NO. 21010
SCALE: 1"=60'
DATE: FEBRUARY 2021
CAD NAME: PROV POINT DIV 2 PLAT.DWG

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT



Community
Development
Services

Final Plat Providence Point Division No. 2
March 3, 2021

Applicant: Eagle Rock Engineering

Location: Generally south of old HK pit, North of E 49th S, East of S 25th E, South of Sunnyside Rd, West of S 15th E

Size: Approx. 16.528 acres

Residential Lots: 62

Common Lots: 4

Access Lot: 1

Net Density: 6.66

Gross Density: 3.75

Existing Zoning: R1

North: County A-1

South: County A-1

East: R1

West: R3A

Existing Land Uses:

Site: Agricultural

North: Material Extraction

South: Agricultural

East: Residential

West: Agricultural

Future Land Use Map:

Lower & Higher Density Residential

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Preliminary Plat
5. Reasoned Statement

Requested Action: To approve the final plat for Providence Point Subdivision Division No. 2.

History: In 2009 this area was included as part of an annexation that initially zoned the property R-1 with a PUD Overlay. When the City rewrote the Zoning Ordinance in 2018 the property was then re-designated R1. A preliminary plat for this area was approved in October 2020. City Council approved a PUD for this property on February 11, 2021. This property is the first division of that proposed PUD.

Staff Comments: The property is zoned R1. The final plat includes 62 residential lots, 4 common lots and one access lot that will provide access to the parcel to the west. The common lots in this phase include a clubhouse lot, open space lots with pathway and lots to be used for storm water retention. All of the residential lots are similarly sized as the intent is to develop a senior community project. The Block 6 (12 lots) are shown for attached single unit dwellings. Blocks 7 will have alley access.

Access to the subdivision will come from 49th South, a minor arterial and a connection to Providence Point Division No. 1 to the east. Proposed intersections will be located to comply with the Access Management Plan.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone and the approve PUD. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	49 TH Minor Arterial All others local

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. (p.41)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

Low Density Residential. Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 63)

Zoning Ordinance:

11-3-3: 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 RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

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

March 2, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison.

MEMBERS ABSENT: Joanne Denney, Margarete Wimborne, Arnold Cantu

ALSO PRESENT: Assistant Planning Directors Kerry Beutler; and Naysha Foster; and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the Minutes of the February 2, 2021 minutes, Black seconded the motion and it passed unanimously.

Business:

5. PLAT 21-007: FINAL PLAT. Final Plat for Providence Point Division 2.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho.

Roland stated that Division 2 has 62 single family homes. Roland stated that they have a block that has 12 lots for twin homes in the middle of the plat and the rest are for single family homes. Roland stated that there is one access on the Division 2 plat, and back on Division 1 (Prosperity Lane) goes to the east towards the church and there is another access point down there, giving them the 2 access points to this division. Roland stated that this division will have a club house and an open space area for a park on the north end of the plat. Roland stated that there is green space along 49th South with a landscape strip, and a landscape strip on the west and east side of the property as well. Roland stood for questions.

Black asked where the club house will be. Roland stated that it is on the north boundary on a road called Simplicity. Black asked how many phases Division 2 will be built in. Roland stated that this will be built in one phase. Black confirmed that the club house will be included in this phase, and Roland confirmed. Black asked where the landscaping strips will be. Beutler showed that the landscape is along the frontage of E 49th South, and lot 22 will be the club house area, and there is also green space on the western side that circles around the plat. Beutler stated that it is not part of this plat, but there is also planned green space as part of the previous division that's on the east side.

Roland stated that they are only showing half of the open space lot, and the other half will be in division 3. Roland stated that the club house will be built in Division 2.

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

Dixon likes that the club house is not in the final division and he wants staff to make sure that as they do other developments, they do the same thing to ensure that the club house gets built and not sold off.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Providence Point Division 2, Black seconded the motion. Dixon called for roll call vote: Black, yes; Hicks, yes; Morrison, yes; Romankiw, yes. The motion passed unanimously.

DEVELOPMENT AGREEMENT
PROVIDENCE POINT DIVISION NO. 2

This DEVELOPMENT AGREEMENT, PROVIDENCE POINT DIVISION NO. 2, (hereinafter called "AGREEMENT"), made this 18th day of MARCH, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and MC & DM INVESTMENTS, LLC., a limited liability company, (hereinafter called "DEVELOPER"), whose mailing address is 6549 S. 5th W., Idaho Falls, Idaho 83404.

WITNESSETH:

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 the 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 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. 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 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 and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. 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.

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. 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 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 Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

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

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

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this AGREEMENT shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. 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.

27. 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.

28. 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.

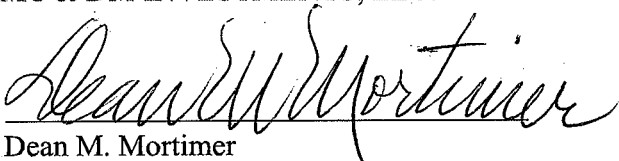
ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

MC & DM INVESTMENTS, LLC.

By 
Dean M. Mortimer

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is 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.

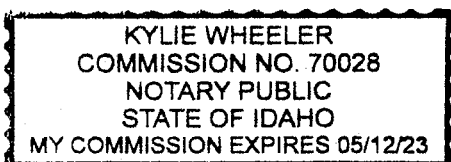
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 18th day of March, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Dean M. Mortimer, known or identified to me to be the authorized signator for MC & DM Investments, LLC., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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



Kylie Wheeler
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

PROVIDENCE POINT DIVISION NO. 2

BEGINNING AT A POINT THAT IS S.89°49'48"E. ALONG THE SECTION LINE 1172.35 FEET AND N.00°56'46"W. 40.01 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 49TH SOUTH; RUNNING THENCE N.00°56'46"W. 260.05 FEET; THENCE N.89°49'48"W. 100.00 FEET; THENCE N.45°23'17"W. 28.01 FEET; THENCE N.00°56'46"W. 587.66 FEET; THENCE S.89°49'48"E. 119.61 FEET; THENCE N.44°36'43"E. 28.56 FEET; THENCE N.00°56'46"W. 6.54 FEET; THENCE N.89°03'14"E. 60.00 FEET; THENCE S.89°14'56"E. 130.06 FEET; THENCE S.00°56'17"E. 93.20 FEET; THENCE N.89°03'14"E. 569.92 FEET TO THE WEST BOUNDARY LINE OF PROVIDENCE POINT, DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE S.00°56'46"E. ALONG SAID WEST BOUNDARY LINE 812.02 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF SAID 49TH SOUTH; THENCE N.89°49'48"W. ALONG SAID NORTH RIGHT-OF-WAY LINE 780.44 FEET TO THE POINT OF BEGINNING,

CONTAINING 16.528 ACRES.

EXHIBIT "B"
SPECIAL CONDITIONS

PROVIDENCE POINT DIVISION NO. 2

S-C 1.00. Arterial Street and Bridge Fees. The Arterial Streets and Bridge Fee for this Subdivision is Twelve Thousand Six Hundred Dollars (\$12,600.00; containing 63 Lots of R-1 Zone at \$200.00 per platted lot, payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 1,260.00
June 1, 2021	\$ 2,835.00
September 1, 2021	\$ 2,835.00
December 1, 2021	\$ 2,835.00
March 1, 2022	<u>\$ 2,835.00</u>
TOTAL	\$12,600.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is Three Thousand Two Hundred Ninety-Six Dollars and Eight Cents (\$3,296.08; containing 439,477 square feet at \$.0075 per square foot, payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 329.60
June 1, 2021	\$ 741.62
September 1, 2021	\$ 741.62
December 1, 2021	\$ 741.62
March 1, 2022	<u>\$ 741.62</u>
TOTAL	\$ 3,296.08

S-C 3.00. 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 the CITY Engineer.

S-C 4.00. Landscape Buffer. DEVELOPER agrees to provide, at minimum, a fifteen foot (15') in depth landscape buffer north of, and adjacent to, 49th South. Maintenance of the landscape buffer shall be the responsibility of the DEVELOPER or DEVELOPER's heirs and assigns.

S-C 5.00. Access to 49th South. shall be in accordance with the Bonneville Metropolitan Planning Organization Access Management Plan.

S-C 6.00. Street Section Improvements for 49th South. DEVELOPER shall be responsible for the design and construction of Arterial Roadway (780 ft) improvements in 49th South through the limits of the Subdivision in accordance with CITY approved Improvement Drawings throughout the

limits of this Subdivision. DEVELOPER shall be responsible for the construction costs per City Code 10-2-4 (D), CITY shall reimburse the DEVELOPER for additional width and depth per City Code 10-2-4(D).

S-C 7.00. 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, d.b.a. Rocky Mountain Power.) Any existing electrical infrastructure owned by PacifiCorp, d.b.a. 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 8.00. 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 Twenty-Eight Thousand One Hundred One Dollars and Four cents (\$28,101.04; 11,612 Square yards at \$2.42 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 9.00. Water Line Connection in 49th South. CITY agrees to allow DEVELOPER to connect to the water main located in 49th South, subject to DEVELOPER's payment of the water main connection fees in the amount of Thirty-Two Thousand Six Hundred Four Dollars (\$32,604.00; 780 feet currently at \$41.80 per foot), upon execution of this AGREEMENT, pursuant to section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 10.00. Sewer Main Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Nineteen Thousand One Hundred and Ten Dollars (\$19,110; 780 feet; currently at \$24.50 per foot). Mainline connection fee costs will be adjusted in the event that the connections are other than relevant fees in CITY's current Fee Resolution. Pursuant to section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY's sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 11.00. 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 Storm Drainage Policy. Storm ponds to be constructed in accordance with CITY approved Improvement Drawings throughout the limits of this Subdivision. DEVELOPER shall provide for the installation of grass and an irrigation system and shall, if DEVELOPER chooses, establish a Home Owners Association to properly maintain the storm pond lot.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF PROVIDENCE POINT DIVISION NO. 2, LOCATED GENERALLY SOUTH OF OLD HK PIT, NORTH OF E 49TH S, EAST OF S 25TH E, SOUTH OF SUNNYSIDE RD, WEST OF S 15TH E.

WHEREAS, the applicant filed an application for a final plat on February 1, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 2, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 13, 2021; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 16.528 acre parcel located generally South of old HK pit, North of E 49th S, East of S 25th E, South of Sunnyside Rd, West of S 15th E.
3. The property is zoned R1.
4. The property zoned R1 and is proposed to be developed as a Planned Unit Development. The City Council approve the associated PUD on February 11, 2021.
5. Access to the development will be consistent with the Access Management Plan.
6. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-108

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, May 3, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat and Reasoned Statement of Relevant Criteria and Standards, Kingwood Addition Division No. 1 Third Amended.

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Accept the Final Plat for Kingwood Addition Division No. 1 Third Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Kingwood Addition Division No. 1 Third Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Kingwood Addition Division No. 1 Third Amended. The Planning and Zoning Commission considered this item at its February 2, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan Subdivision Ordinance, and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Streets, Engineering, Survey, and Parks and Rec.

Fiscal Impact

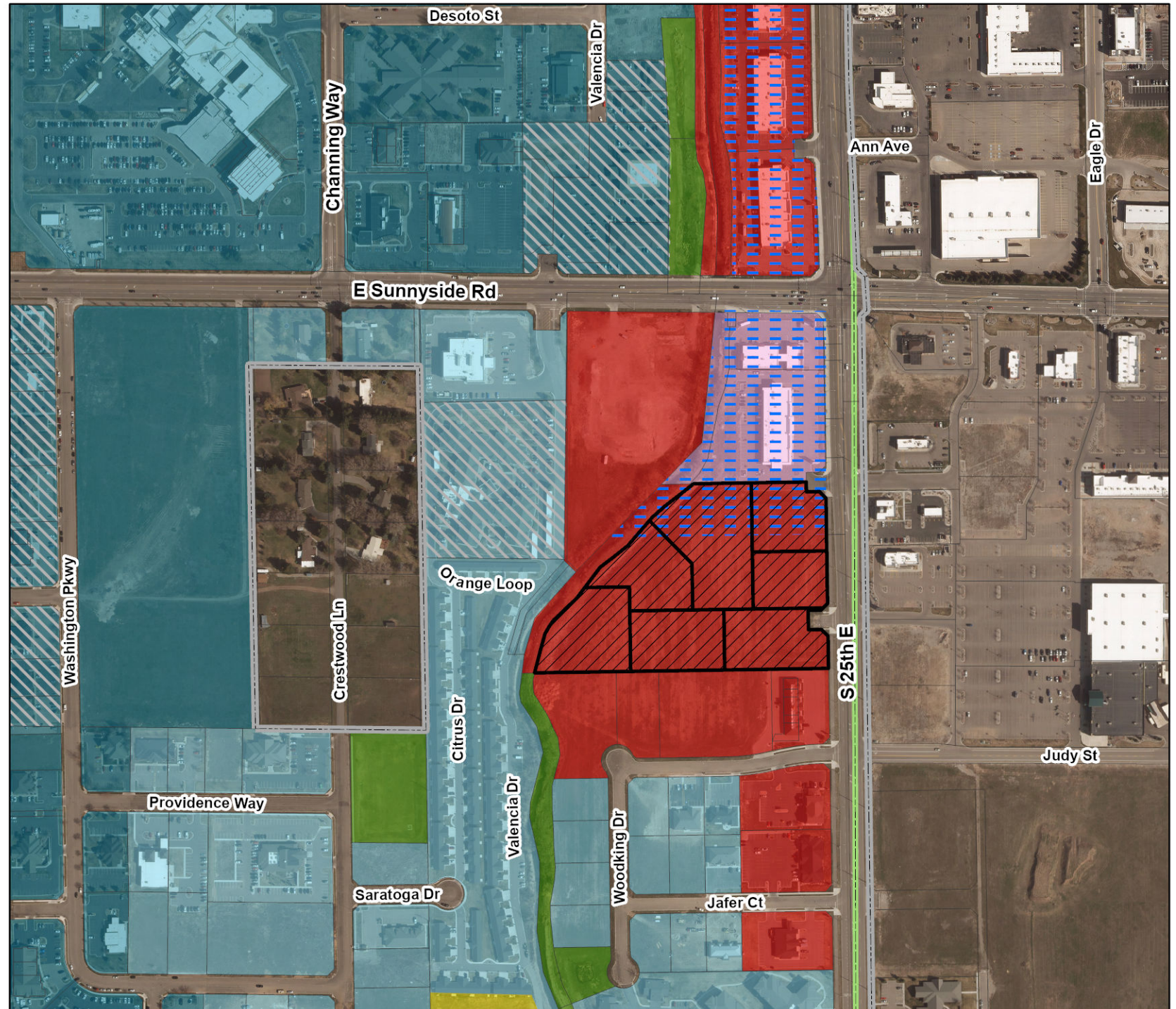
NA

Legal Review

This application has been reviewed by Legal pursuant to applicable law.

Legend

-  Site
-  City Limits
-  Area of Impact
- Overlays**
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Winchester-Kingwood Addition Division 1, Third Amended
February 2, 2021



Community
Development
Services

Applicant: HLE, Inc.

Project Manager: Naysha Foster

Location: north of E 49th S,
east of S 15th E,
South of E Sunnyside Rd.,
and west of S 25th E.

Size: 9.2 acres

Lots: Buildable: 7

Average Lot Size:
1.317 acres (57,368.52 sq. ft.)

Net Density: N/A

Existing Zoning:

Site: LC
North: HC
South: LC
East: R3A
West: Ammon Commercial

Existing Land Uses:

Site: Commercial/vacant
North: Commercial
South: Professional Offices
East: Commercial
West: Res. Multi-unit
attached

Future Land Use Map:

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To **recommend** approval of the final plat for Kingwood Addition Division 1, Third Amended to the Mayor and City Council.

History: This property was annexed in October 1998 and zoned C-1. The preliminary plat for the Kingwood Addition was approved in June of 1998 and revised in May of 2004. The Final Plat was approved in March of 2005. This portion of property was originally plat as 1 lot. In April of 2018, the property was rezoned to LC as part of a City wide initiated zone change.

Staff Comments: The property is zoned LC, Limited Commercial. The plat includes 7 buildable lots. Commercial zones do not have a minimum or maximum lot size or density requirements, for commercial uses. A private access will come from 25th E (Hitt Road). 25th is a Principle Arterial. Curb, gutter and sidewalk along 25th are already constructed. At the time of site plan approvals, the LC zone requires a 20 foot landscape strip contiguous to 25th Street, 20 percent internal landscaping, internal sidewalks will tie into public sidewalks and parking lot layout and landscaping with be required.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and consistent with the development standards of the LC Zone. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

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

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

Comprehensive Plan Policies:

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. (p.49)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p.67)

February 2, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Natalie Black, George Morrison, Brent Dixon, Joanne Denney, Margaret Wimborne, Arnold Cantu.

MEMBERS ABSENT: Gene Hicks, Lindsey Romankiw

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Naysha Foster, Brian Stevens; and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES:

Dixon moved to approve the January 5, 2021 Minutes with the requested correction, Morrison seconded the motion. The motion passed unanimously.

Business:

7. PLAT 20-043: FINAL PLAT. Final Plat for Winchester-Kingwood Addition Division 1, Third Amended.

No Applicant was present.

Beutler presented the staff report a part of the record.

Dixon asked if there is a cross access agreement. Beutler indicated there will be when the shopping center develops.

Dixon moved to recommend to the Mayor and City Council approval of the Winchester-Kingwood Addition Division 1, Third Amended as presented, Wimborne seconded the motion. Black called for roll call vote: Dixon, yes; Cantu, yes; Morrison, yes; Denney, yes; Wimborne, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF KINGWOOD ADDITION DIVISION 1, THIRD AMENDED. GENERALLY LOCATED NORTH OF E 49TH S, EAST OF S 15TH E, SOUTH OF E SUNNYSIDE RD AND WEST OF S 25TH E.

WHEREAS, the applicant filed an application for a final plat on December 30, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 2, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 13, 2021 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 9.2 acres parcel located generally north of E 49th S, east of S 15th E, south of E Sunnyside and west of S 25th E. The subdivision includes seven (7) commercial lots.
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the LC Zone.
4. The property was originally platted as one lot and will now contain seven lots.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-107

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, May 3, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 25.

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Development Agreement for Fairway Estates Division No. 25 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Fairway Estates Division No. 25 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 Fairway Estates Division No. 25 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 25. The Planning and Zoning Commission considered this item at its July 7, 2020, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan Subdivision Ordinance, and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Streets, Engineering, Survey, and Parks and Rec.

Fiscal Impact

NA

Legal Review

This application and development agreement, have been reviewed by Legal pursuant to applicable law.

Legend

 Fairway Div 25

 City Limits


 Area of Impact

Overlays


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
 PT&T-1

 PUD

 T-1

 T-2


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 RP


 R1


 R2

 TN

 RMH


 R3

 R3A


 PB


 DT

 CC

 LC

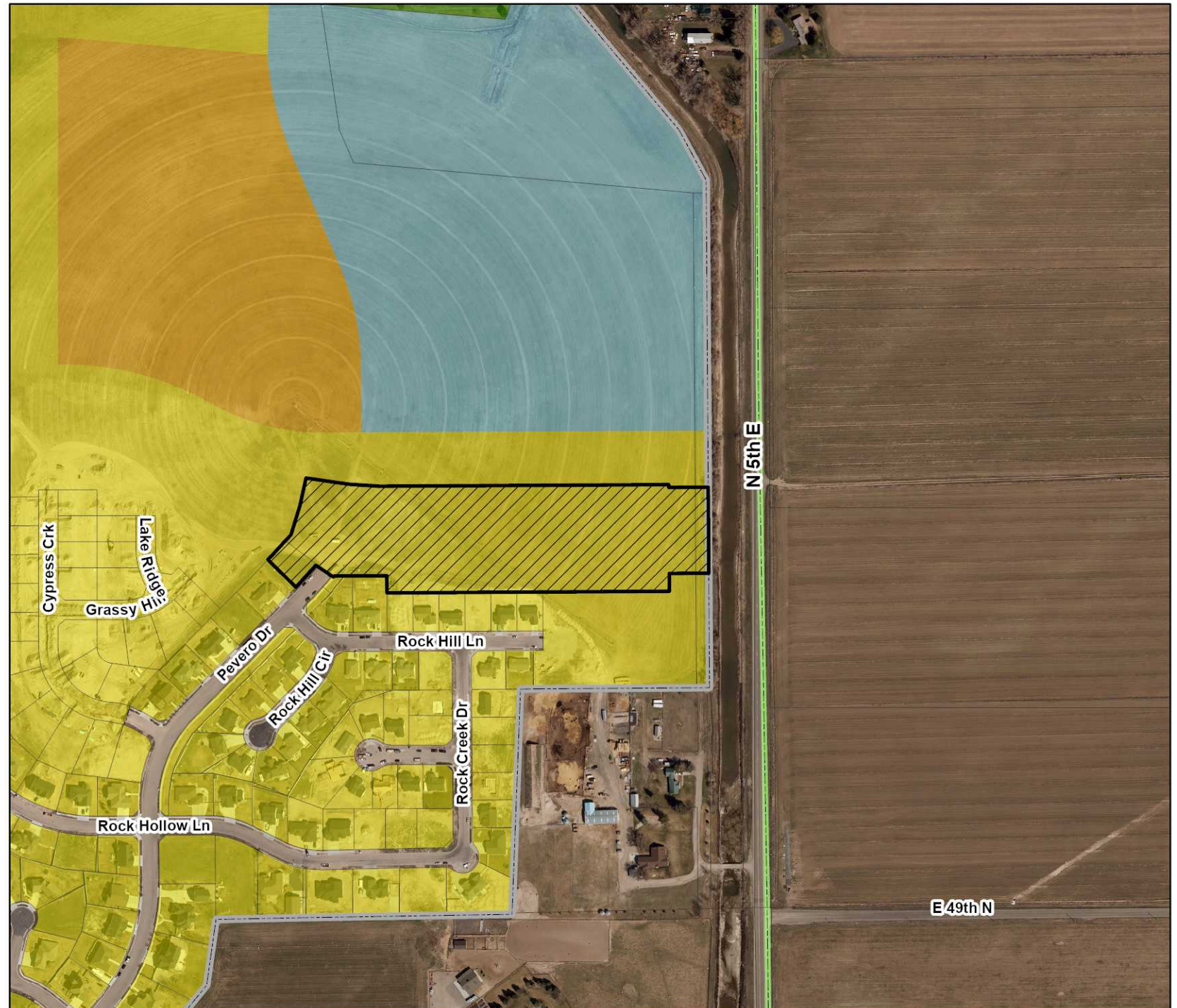
 HC

 R&D

 LM

 I&M

 P





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat
Fairway Estates Division 25
Mar 3, 2021



Community
Development
Services

Applicant:
HLE

Project Manager:
Brian J. Stevens

Location:
Generally located North of W
33rd N, East of N 5th W,
South of W 65th N, West of
N 5th E
Size: Approx. 9.263 acres
Lots: 25

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

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

Future Land Use Map:
Low density

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

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat.

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

Staff Comments: The plat includes 27 lots. 25 Lots will be used for residences. The lots meet the requirements for the R1 zone. The remaining two lots along Pevero Drive are landscape lots. As part of the preliminary plat a restriction was placed that 120 lots could be developed before the connection to the Lewisville Highway would be required. Division 23 removed 25 lots, Division 24 removed and additional 7 lots which left a total of 88 lots approximately a year ago. Division 25 will bring that total down to 63. The property will have frontage on Pevero Drive, Saddle Rock Lane and Rockland Drive. Pevero Drive is a residential collector and both Saddle Rock Lane and Rockland Drive are local streets.

Staff Recommendation: Staff has reviewed the Final Plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the plat.

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

REQUIREMENTS	Staff Review
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 proposed access.	NA
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 R3, 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 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Pevero Drive Residential Collector Saddle Rock Lane Rockland Drive Local Street

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

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

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

<p>P = permitted use. C₁ = administrative conditional use. C₂ = Planning Commission conditional use. C₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			P
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3277, 10-10-19)

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8

*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.

(Ord. 3218, 9-13-18)

July 7, 2020

7:00 p.m.

Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Joanne Denney, Gene Hicks, Brent Dixon, George Morrison.

MEMBERS ABSENT: Arnold Cantu, Lindsey Romankiw, Margaret Wimborne

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stephens; Naysha Foster and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: The Minutes for June 2, 2020 were tabled to be revisited at the next meeting. Dixon requested a re-listen to Item 4 to include additional comments he had.

2. PLAT 20-019: FINAL PLAT: Fairway Estates Division 25.

Applicant: Kevin Alcott 101 Park, Idaho Falls, Idaho. Walcott explained that the final plat is in accordance with the preliminary plat and there shouldn't be any issues.

Hicks asked if Walcott was developing in littler chunks to avoid putting in a road to the Lewisville Highway. Alcott explained that Hicks is mistaken and he is just trying to stay in business and they develop in chunks that make sense to him from a business perspective and they were able to stay solvent during 2008 and they aren't going to change and there is nothing in the ordinance that requires them to do anything different than what they are doing.

Dixon asked about the elimination of lots and asked if it has been done in the last divisions, and asked Walcott to comment on what that change says as far as the market goes. Alcott stated that they have eliminated lots and that is driven by the City Ordinance that allows them to make lots bigger after the preliminary plat, but difficult to make the lots smaller after the preliminary plat, so at the preliminary plat they do the lots as small as they would ever want them, but typically they do not build them that small. Alcott stated that the market today is pushing for larger lots and development costs are significantly higher, so the lot size they have is the happy medium.

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

Dixon indicated that he does not recall the agreement to develop another 120 lots before the bridge has to be built.

Stephens stated that he doesn't have the exact details, but that Alcott pays a certain amount as each lot develops.

Kevin Alcott indicated that it is all part of the preliminary plat process they went through last year and there was a quasi-agreement, and a condition put on him by the City that they could build 120 more lots before the bridge was required and that was based on the review of the traffic counts, and the fire department has restrictions on them too.

Dixon asked if the 120 lots are single family lots because there is 2 large lots that are for possible multi-family or non-residential development being zoned R3A and R2 and the island is zoned R-2. Dixon wanted to know what counts as the 120 lots. Dixon asked if the two large lots can be added before the bridge is put in.

Alcott stated that it was very explicit in the hearings that the R2 and R3A would not be developed prior to the bridge being installed. Alcott stated that it is single family dwellings.

Stephens stated that what Alcott is stating is correct.

Dixon stated that in the future he would like them to clarify the agreement, then the question won't come up again.

Hicks suggested that they go back and dig up the minutes of the meeting last summer, because Hicks remembers the agreement different.

Cramer filled in facts on the agreement. Cramer indicated that in looking at the minutes the reason that the Commissioners might not remember the 120 lot number, because that was not the P&Z recommendation. P&Z recommended to condition the plat based upon some number of lots at which point the bridge would be triggered and that number was determined by the engineering department so when the next final plat came through with Division 23, the Development Agreement had the Engineering Department determine it was 120 lots before there would be the threshold that that the bridge would need to be built, so with each subsequent development agreement the development agreement specifies how many lots are left after that division until the bridge is built. Cramer stated that in Division 23 the Development Agreement specifies that because there were 120 lots that could be built and that division had 25 lots on the plat, it specifies that there is a balance of 95 lots before the bridge will be required. Cramer stated that it is being monitored with each division of the final plat that comes through.

Dixon reiterated in his own words what Cramer explained.

Cramer added that the motion from P&Z also conditioned that the bridge be built prior to the development of anything in the R2 or R3A zone because those are higher traffic generators.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Fairway Estates Division 25, Dixon seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT
FAIRWAY ESTATES DIVISION NO. 25

This DEVELOPMENT AGREEMENT FAIRWAY ESTATES DIVISION NO. 25 (hereinafter called "AGREEMENT"), made this _____ day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CAMBRIDGE DEVELOPMENT INC., an Idaho corporation (hereinafter called "DEVELOPER"), whose mailing address is 533 W. 2600 S., Ste. #275, Bountiful, UT 84010.

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 the 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 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. 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 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 and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. 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.

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. 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 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 Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

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

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

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. 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.

27. 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

Kathy Hampton, City Clerk

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

CAMBRIDGE DEVELOPMENT, INC.

By Kevin Allcott
Kevin Allcott

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2021, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is 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.

(Seal)

Notary Public of Idaho

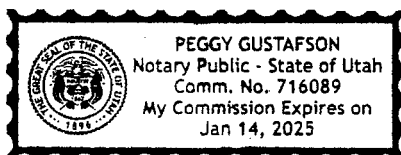
Residing at: _____

My Commission Expires: _____

STATE OF ~~IDAHO~~ ^{UTAH})
) ss:
County of DAVIS)

On this 19th day of April, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Kevin Allcott, known or identified to me to be the authorized signator for Cambridge Development, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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



(Seal)

Peggy Gustafson

Notary Public of ~~Idaho~~ ^{UTAH}
Residing at: Davis County, Utah
My Commission Expires: 01-14-2025

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

FAIRWAY ESTATES DIVISION NO. 25

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N 00°03'48" E 1030.85 FEET ALONG THE SECTION LINE; THENCE S 89°40'55" W 142.02 FEET TO THE POINT OF BEGINNING; THENCE S 89°40'55" W 122.10 FEET; THENCE S 00°19'05" E 54.93 FEET TO THE NORTHERLY BOUNDARY OF FAIRWAY ESTATES, DIVISION NO. 21, RECORDED AS INSTRUMENT NO.1579585, EXTENDED; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES; (1) THENCE S 89°40'55" W 870.16 FEET; (2) THENCE N 00°19'05" W 52.85 FEET; (3) THENCE S 89°44'06" W 162.67 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF PEVERO DRIVE; (4) THENCE S 36°59'34" W 3.84 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 52°50'07" W 65.03 FEET TO A POINT ON A CURVE ON THE NORTHWESTERLY RIGHT-OF-WAY OF PEVERO DRIVE; THENCE SOUTHWESTERLY 70.35 FEET ALONG SAID CURVE TO THE RIGHT; CURVE DATA (RADIUS = 540.00 FEET, DELTA = 7°27'50"), CHORD BEARS S 40°56'02" W 70.30 FEET; THENCE S 44°40'15" W 24.87 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 45°19'29" W 120.83 FEET; THENCE N 42°43'22" E 104.56 FEET; THENCE N 17°06'05" E 140.81 FEET; THENCE N 07°11'01" E 40.34 FEET; THENCE S 81°42'30" E 132.54 FEET; THENCE S 86°13'36" E 95.24 FEET; THENCE N 89°40'55" E 891.32 FEET; THENCE S 00°19'05" E 8.63 FEET; THENCE N 89°40'55" E 121.80 FEET; THENCE S 00°23'03" E 265.07 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 9.263 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS FAIRWAY ESTATES DIVISION NO. 25

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Four Thousand Eight Hundred Dollars \$4,800.00 (24 lots zoned residential at \$200 per lot) (1 lot credited on prior plat) payable as follows:

Upon execution of this AGREEMENT: \$ 4,800.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Two Thousand Three Hundred Sixteen dollars and Thirty Cents \$2,316.30 (308,840 square feet net area at \$.0075 per square foot) payable as follows:

Upon execution of this AGREEMENT: \$ 2,316.30

S-C 3.00 Access. Access to Fairway Estates Division 25 shall conform to the Idaho Falls Access Management Policy. If access is to be shared with adjacent properties, DEVELOPER shall enter into cross access easements with the adjacent property owners.

S-C 4.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within Fairway Estates Division 25 by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage Policy.

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

S-C 6.00 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 the CITY Engineer.

S-C 7.00 Lewisville Highway Connection Improvements. The Preliminary Plat for this Development approved by CITY Planning and Zoning Commission references a restriction for development to lots not zoned R-1 to the north of this Development. There was also a revised Preliminary Plat where a commitment was made to limit the remaining lots to be platted to Eighty-

Eight (88) additional lots prior to the required improvements/connection to the Lewisville Highway to be completed for this Subdivision. The subject of this AGREEMENT uses twenty-four (24) Lots of the Seventy-Three (73) leaving a balance of Forty-eight (48) lots to be platted before the above-referenced connection/improvements are required.

S-C 8.00 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 Fourteen Thousand Nine Hundred Seventy-Two Dollars and Fifty-Four Cents (\$14,972.54; 6,187 square yards at \$2.42 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 of timing.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF THE FAIRWAY ESTATES DIVISION 25, GENERALLY LOCATED NORTH OF W 33RD N, EAST OF N 5TH W, SOUTH OF W 65TH N, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a final plat on May 26, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 7, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 13, 2021 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 9.263 acre parcel generally located north of W 33rd N, east of N 5th W, south of W 65th N, west of N 5th E.
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-102

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, April 29, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Rezone from TN with PT Overlay to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: Lots 37-45 less Right-of-Way, Block 62, Crows Addition.

Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

1. Approve the Ordinance Rezoning M&B: Lots 37-45 less right-of-way, Block 62, Crows Addition from TN with PT Overlay to HC under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from TN with PT Overlay to HC 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 Rezoning from TN with PT Overlay to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for M&B: Lots 37-45 less right-of-way, Block 62, Crows Addition. The Planning and Zoning Commission considered this item at its April 6, 2021, meeting and recommended denial by a unanimous vote. Staff concurs with this recommendation and recommends rejection of the ordinance.

Alignment with City & Department Planning Objectives



Consideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The Rezone was reviewed by staff from the Planning Division.

Fiscal Impact

NA























Legal Review

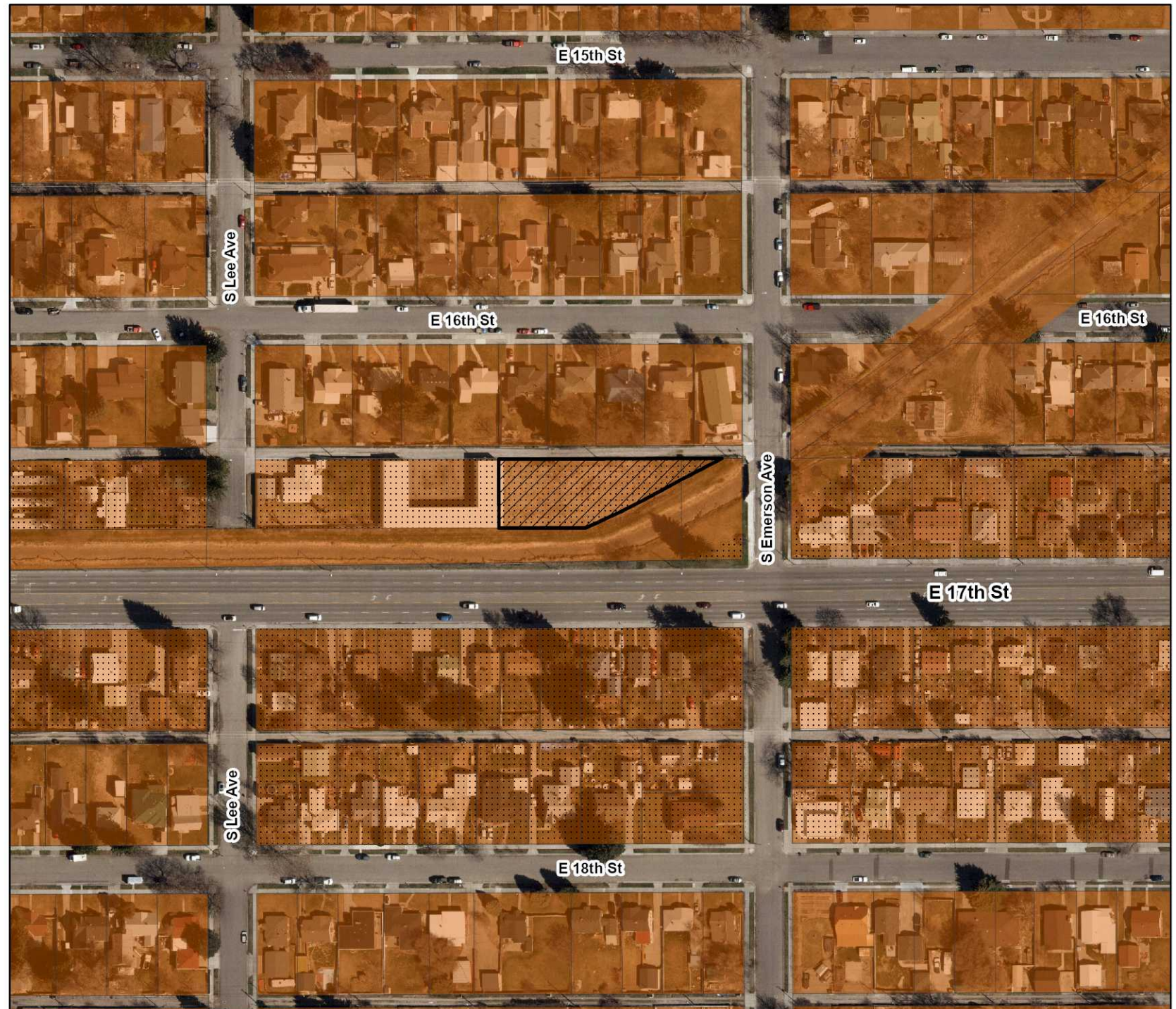
This application and ordinance have been reviewed by Legal pursuant to applicable law.

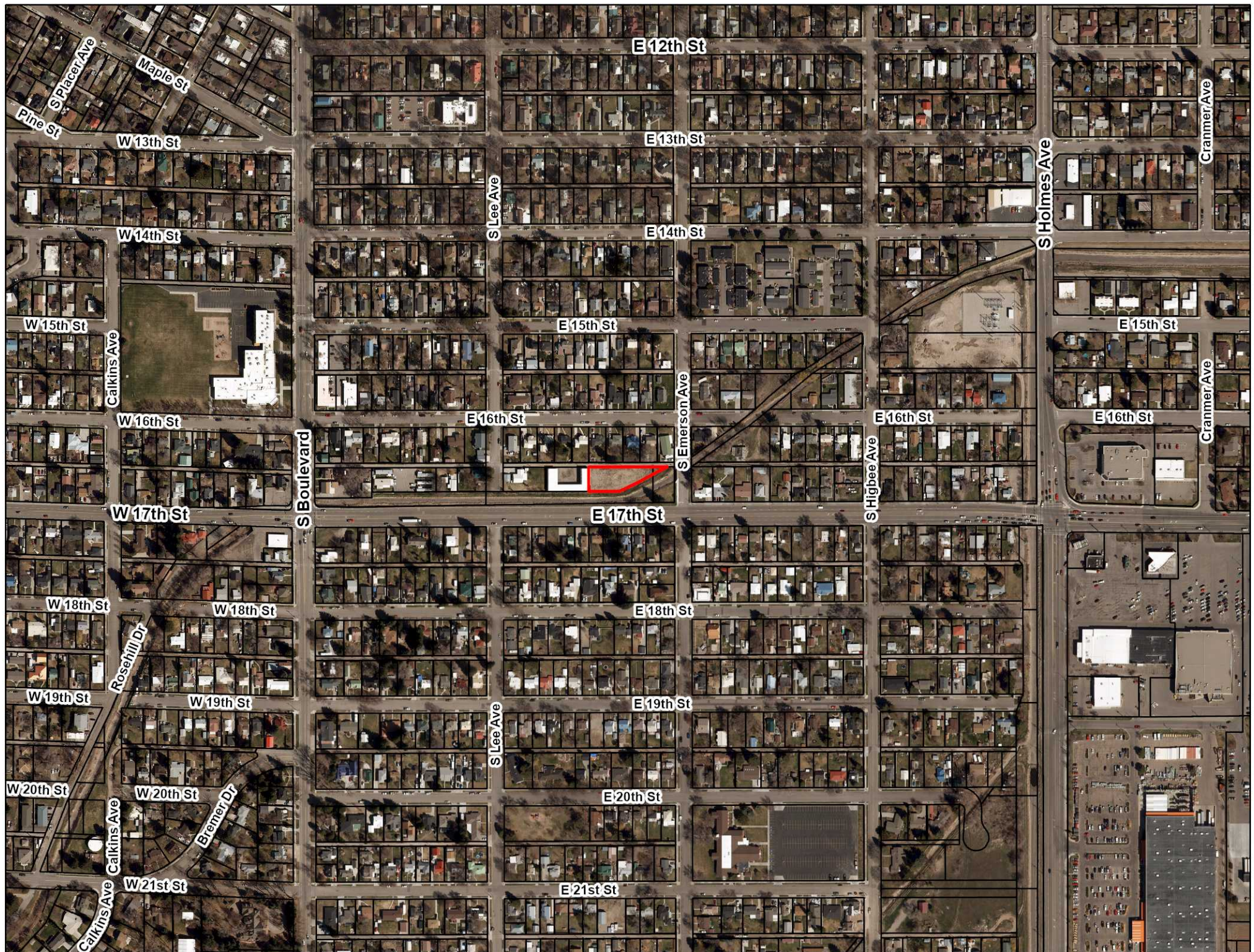
Legend

-  Rezone Area
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P



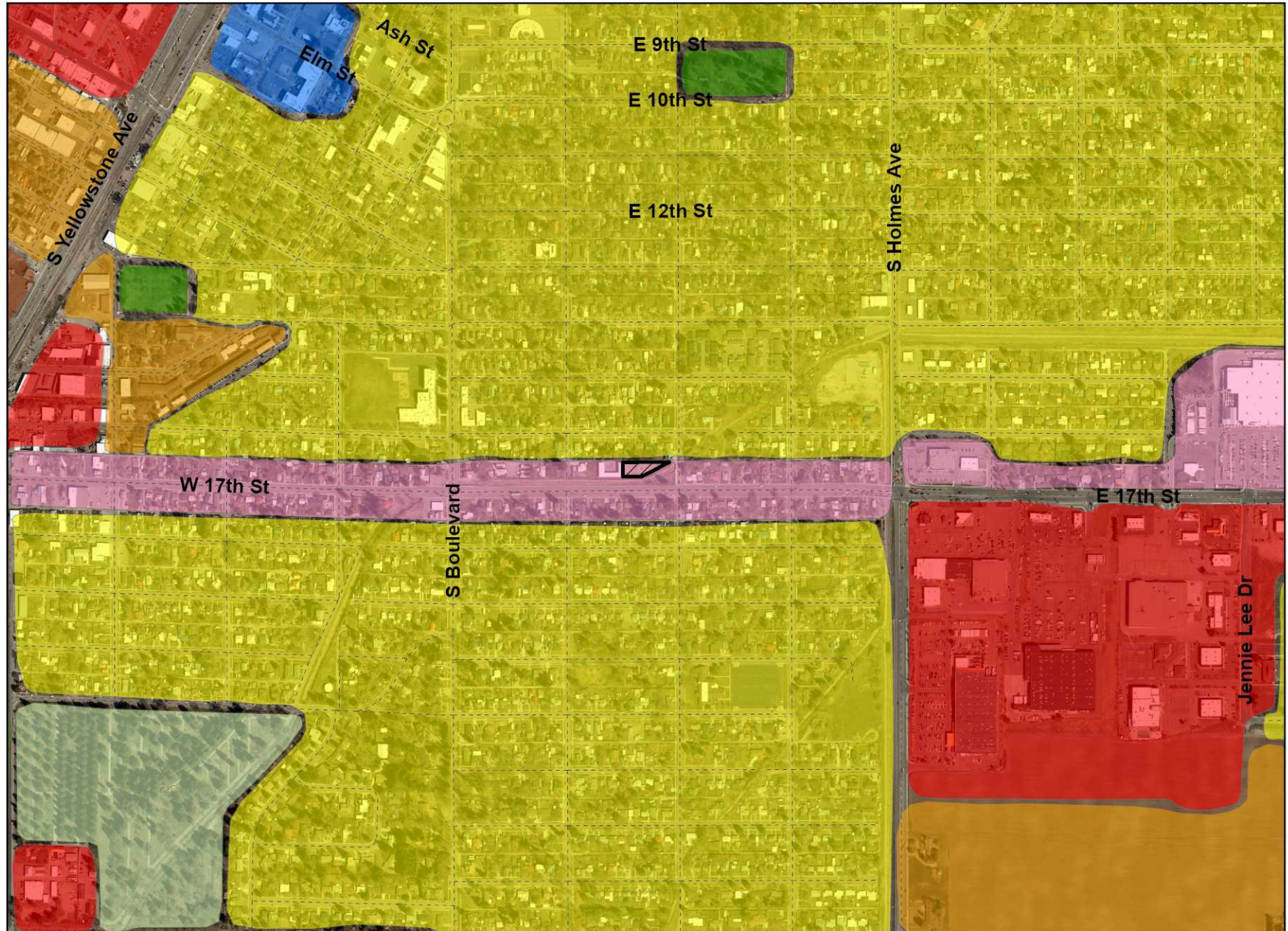


Rezone

RZON21-005 Rezone from TN with PT Overlay to HC Emerson and 17th

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad Related Industrial
 Low Density	 Parks, Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities, Open Spaces	 Medical Services Center	 Highway Related Industrial	

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
REZONE FROM TN & PT Overlay to HC
Lots 37-45 Less R/W, Block 62, Crows Addition
April 6, 2021



Community
Development
Services

Applicant: J. Freiberg
Engineering

Project Manager:
Kerry Beutler

Location: North of E
17th St, East of S Lee
Ave, South of E 16th
St, West of S Emerson
Ave.

Size: 15,516 sq ft

Zoning:
North: TN
South: TN
East: TN
West: TN

Existing Zoning: TN
& PT Overlay
Proposed Zoning: HC

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

Future Land Use
Map: Planned
Transition

Attachments:
1. Comprehensive
Plan Policies
2. Zoning
Information
3. Maps

Requested Action: To recommend approval of the rezone from TN, Traditional Neighborhood & PT, Planned Transition Overlay to HC, Highway Commercial to the Mayor and City Council.

Staff Recommendation: Staff recommends denial of the rezone to HC as it isn't consistent with the policies of the Comprehensive Plan and the surrounding zoning of the area.

History: This land was annexed in 1907 as part of Crows Addition. The property was originally zoned R1. In 1987 the PT, Planned Transition Overlay Zone was created and applied to properties in this area of 17th Street. The intent of the PT Zone, at the time, was to provide an organized way to deal with redevelopment of properties along arterial corridors as well as solve traffic problems related to multiple accesses. The PT Zone includes specific performance standards for redevelopment. This area was rezoned to TN, with the PT Overlay, in 2018 as part of the rewrite to the Zoning Ordinance.

Staff Comments: The Comprehensive Plan identifies this area as Planned Transition, which are those areas along arterial streets and land uses are changing. The property is visible from 17th Street, a minor arterial, but is separated by a canal and only has alley access. The property appears to have always been vacant. The applicant is requesting HC zoning to allow for development of the property. Because of the limited access and no street frontage development of any type is challenging for this property.

The property is currently zoned TN with a PT Overlay. Everything surrounding this property is also zoned TN. The closest commercial zoning is at the intersection of Holmes Ave. and 17th Street. The HC Zone is intended to provide a commercial zone for retail and service uses serving the traveling public. As mentioned, the only access to this property is a 16-foot-wide unimproved alley. This limited access will not meet the needs of most of the uses allowed within the HC Zone.

The PT Overlay allows for development of residential or commercial uses, but the allowed uses are intended to be those that would be compatible with the adjacent residential neighborhood. The PT Zone also includes specific performance standards, including increased landscaping and buffering standards, to lessen the potential impact from commercial uses. The PT Zone requires a minimum of 30,000 sq ft for development to occur; ensuring that at least half a block would be able to be redeveloped at the same time addressing access issues, etc. A variance from the minimum square footage could be granted by the City Council, with recommendation from the Planning Commission, if it can be demonstrated that a use can be

continued on next page

developed without the reduced size and the use can meet all the performance standards required by the zone. If the reduction in the minimum area were granted the property could be developed for residential or commercial purposes. Because of the problematic access the most likely uses would include residential, live-work, indoor storage facility.

There is an existing commercial use, outdoor storage facility, that was constructed in the 70's. That building was allowed through a use variance granted by the City Council. The ordinance no longer allows for use variances. The proper way to adjust what uses area allowed on a property is to go through the rezoning process. Variances are only allowed for dimensional standards.

Rezoning

Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The HC Zone is not consistent with the Comprehensive Plan. The Comprehensive Plan designates this area as Planned Transition. The existing PT, Overlay designation is consistent with the Comprehensive Plan designation. The overlay zone restricts the type of commercial uses to those that would be appropriate with adjacent residential neighborhoods and with the scale of development for these original city blocks.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements.	The only access to the property is from a 16-foot-wide alley. Commercial drive aisles are required to be 24-feet wide to accommodate two-way traffic. There are commercial properties in the city with alley access, but they generally also have street access, and the alley is secondary and service access. Commercial development has the potential to increase the traffic from what would typically be expected down an alley. If commercial development were to be allowed, it would require the alley to be hard surfaced.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services.	Rezoning to HC will not have an impact on utility infrastructure in the area.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Commercial development has the potential to have additional lighting, signage and increased noise and commercial traffic impacts to adjacent residential development. The City has ordinances in place to deal with nuisances such as noise and lighting. Increasing commercial traffic, with only access from the alley is a harder impact to address.

Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	In 2019 the city adopted and Airport Overlay Zone that eliminates the possibility of residential development on the property. The city also amended its Comprehensive Plan. The city has recently purchased the property.
Zoning Application Questions:	Applicant's response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	This parcel falls in the Planned Transition area of the Comprehensive Plan. This project will transition from commercial to residential
What changes have occurred in the area to justify the request for rezone?	No changes however there is a similar facility next door, and we are looking for something to do with the property.
Are there existing land uses in the area similar to the proposed use?	Yes, the facility at 1975 S. Lee Ave., directly to the west is similar to what we propose to build.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	We will design the facility to accommodate the site.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Plan for different commercial functions within the City of Idaho Falls. (p.46)

At community participation events, we were asked by the participants to design policies and standards to reduce the conflict between through traffic and residential neighborhoods. (p.41)

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. (p.41)

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors. Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. (p.41)

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping. (p.41)

Plan for different commercial functions within the City of Idaho Falls. Private developers recognize there are different types of commercial development serving different customers. (p.46)

Require perimeter landscaping for new commercial development. (p.47)

Zoning:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(E) TN Traditional Neighborhood Zone. This zone provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing

types, and a grid street pattern with rear alleys. This Zone is situated in the historic neighborhoods within the central part of the City and in other locations where a traditional neighborhood character with a gridded street pattern is desired. The standards in this zone contain elements of a form-based code allowing a variety of uses that will be required to integrate with the established characteristics of the existing neighborhood.

11-3-5: PURPOSE OF COMMERCIAL ZONES.

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

11-5-1: PT PLANNED TRANSITION ZONE.

(A) Purpose. The purpose of the PT Planned Transition Zones is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to performance standards as set forth in this Section.

April 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison (late tech-difficulties), Joanne Denney, Arnold Cantu.

MEMBERS ABSENT: Margaret Wimborne

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes of the February 16, 2021 and March 2, 2021 minutes, Cantu seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. and it passed unanimously.

Public Hearing(s):

5. RZON 21-005: REZONE. Rezone from TN, Traditional Neighborhood and PT, Planned Transition Overlay Zone to HC, Highway Commercial.

Dixon opened the public hearing.

Applicant: Jeff Freiberg, 946 Oxbow Lane, Idaho Falls, Idaho. Freiberg acknowledged that the City Staff does not recommend approval of this zone change application, and Freiberg acknowledges that the HC Zone does not fit the Comprehensive Plan and it would be a spot zoning. Freiberg stated that a precedent has been set. On September 8, 1977 Idaho Falls City Council voted to approve the variance to construct the storage building that exists to the immediate west of this property. Reece Naïve is the owner of this property came before City Council 44 years ago and asked for and received variance needed to build the existing storage unit. Freiberg is asking for HC Zoning as this is zone that would have this type of facility. Freiberg stated that this is a unique property in Idaho Falls as it has no frontage onto a City street, which makes it difficult for anything to be built and definitely not a residential unit. Freiberg feels that without the zone change the property will always be a weed patch. Freiberg indicated that Reece Naïve is not able to attend tonight because of illness.

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

Black stated that this is an odd shape and no access, so is an indoor storage facility the only thing that staff can imagine on this property. Black asked what the City expects an owner to put on this. Beutler stated that it could potentially have residential, but any use developed on the property is going to be challenging. Beutler stated that residential might be difficult next to the canal and no frontage except an alley. Beutler stated that HC zone some of the uses allowed would not be good for the area, and they need to look at all uses allowed in the HC Zone even though the applicant has made his intentions known.

Dixon asked what the possible uses for a PUD as it is a conditional use in PT. Beutler stated that PUD today would be residential. Dixon asked if that is a requirement or traditional application

of the use. Beutler stated that the challenges with the PUD are there are additional requirements of having 25% common space, amenities and the oddly shaped small piece of ground would be difficult. Dixon asked if its not a residential use who would get the amenities. Beutler stated that they don't do commercial. Dixon indicated that it would be a conditional use. Beutler stated that it would still have to be a use allowed in the zone as they cannot create a use variance like City Council did in the 70's and they would still have to develop something that is allowed in TN.

Support/Opposition:

Chris Lempke, 1620 S. Emerson, Idaho Falls, Idaho. Lempke's home is at the mouth of the alley on Emerson. Lempke has been there since May 1, 1975. Lempke stated that he signed the petition for Reece Naïve in 1977 for him to build the first facility (LBN Storage Facility). Lempke stated that now 44 years later he feels he has shot himself in the foot and asked the Commission to not rezone this to commercial property as there is way too much traffic and too little access. Lempke stated that the 16' alley is too narrow and has a lot of panels, telephone poles, electrical, etc. and that sucks the alley down to 13'6". Lempke has a chain link fence that runs down his property and he has put in a 4" post 4' in the ground and 28 bags of post mix and bolted to his retaining wall to keep people from running over his fence. Lempke stated that the only other traffic in that alley besides the storage units is from guy that lives at the other end of the alley and the garbage people. Lempke stated that he will put up with the weed patch to not have a storage unit. Lempke stated that when they built the canal in the late 50's that property got cut, and it's unfortunate. Lempke suggested building a residential garage, or something like that.

Mark Radford, 825 W 66th South, Idaho Falls, Idaho. Radford stated that this property is a sore eye in Idaho Falls. Radford suggested the Commission ask why they couldn't take the alley way out and build a structure over the canal and have access to 17th Street, because this is prime real estate that could help the City. Radford agrees that the alley way concerns are legitimate, but if you could get across the canal, it could make the property viable.

Jenna Swenson (letter sent and Read by Beutler): A resident of E 16th Street. Swenson stated that the property can only be accessed by the alley and having extra traffic creates a safety risk. Swenson stated that the canal provides a buffer for her neighborhood from 17th Street. Swenson asked Commission to not rezone the area to maintain the integrity of the neighborhood.

Applicant: Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho. Freiberg agreed with Beutler that developing this property is a challenge, but they feel they can overcome those challenges. Freiberg feels that storage unit facilities are good neighbors. Freiberg stated that storage units are generally quiet. Freiberg stated that they would agree to conditions being placed on the HC Zone that they have to develop something similar to what is there.

Black asked why they don't use the allowed TN Commercial uses. Black asked why they need HC. Freiberg stated that HC is the zone they need to build a storage unit. Dixon stated that page 11 of the staff notes shows the storage facility outdoor and there is only one zone that permits the storage units. Black asked if they could do indoor storage. Beutler agreed that indoor storage would be allowed in the existing PT zone. Black stated that there are options for commercial businesses within the TN zone.

Dixon closed the public hearing.

Morrison stated that HC is meant to be at entrances to the City and this is in the middle of the city and he doesn't agree with this designation for the property. Morrison stated that the storage unit is an eye sore and only a block wall for many feet with no landscaping or anything else. Morrison stated that they could do something else like condos here with alley only entrances. Morrison is against the application.

Hicks agreed with Morrison and indicated that it doesn't fit the definition of HC. Hicks would like to do infill, but it needs to be something that is practical and useable.

Dixon asked what the zone before the City-Wide rezone and would that zone have allowed a use like this. Beutler stated that the zoning prior to the TN was R1 and it would not allow storage units, but the City Council in the 70's did a use variance.

Black agreed with Hicks that they do want to work on infill and help the developers to get rid of the vacant lots, but HC is too far of a stretch. Black feels that there are options in the TN that can give them commercial options.

Morrison moved to recommend to the Mayor and City Council denial of the Rezone from TN & PT overlay to HC, Black seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 15,516 SQUARE FEET AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM TN AND PT OVERLAY ZONES TO HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is HC Zone for such annexed lands and such zoning is not consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Planned Transition” and

WHEREAS, the proposed zoning district is not consistent and compatible with the existing and surrounding zoning districts and is not consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 6, 2021, and recommended denial of zoning the subject property to HC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 13, 2021.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 15,516 sq ft, Lots 37-45 Less Right-of-way, Block 62, Crows Addition

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “HC” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2021.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 15,516 SQUARE FEET AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM TN AND PT OVERLAY ZONES TO HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM TN AND PT OVERLAY ZONES TO HC ZONE FOR LOTS 37-45 LESS THE RIGHT-OF-WAY, BLOCK 62, CROWS ADDITION, GENERALLY LOCATED NORTH OF E 17TH ST, EAST OF S LEE AVE, SOUTH OF E 16TH ST, WEST OF S EMERSON AVE.

WHEREAS, the applicant filed an application for rezoning on February 25, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 13, 2021 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is generally located North of E 17th St, East of S Lee Ave, South of E 16th St, West of S Emerson Ave.
3. The Comprehensive Plan designation for this area is Planned Transition.
4. The requested HC Zone is not consistent with the Comprehensive Plan nor the surrounding zoning and land uses of the area. Everything surrounding this property is also zoned TN. The closest commercial zoning is at the intersection of Holmes Ave. and 17th Street.
5. The property is visible from 17th Street, a minor arterial, but is separated by a canal and only has alley access. The HC Zone is intended to provide a commercial zone for retail and service uses serving the traveling public. The only access to this property is a 16-foot-wide unimproved alley. This limited access will not meet the needs of most of the uses allowed within the HC Zone.
6. The PT Overlay allows for development of residential or commercial uses, but the allowed uses are intended to be those that would be compatible with the adjacent residential neighborhood.
7. The Planning and Zoning Commission recommended denial of the rezone from TN and PT Overlay Zones to HC Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls denied the Rezone.

DENIED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-104

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, April 29, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Comprehensive Plan Amendment from Lower Density and Estate to Higher Density, Commercial, and Employment Centers, Resolution and Reasoned Statement of Relevant Criteria and Standards to Amend the Comprehensive Plan Future Land Map.

Council Action Desired

- ☐ Ordinance ☐ Resolution ☒ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

1. To approve the Resolution amending the Comprehensive Plan Future Land Use Map for the area around the intersection of W 65th N and N 5th W and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2. To approve the Reasoned Statement of Relevant Criteria and Standards for the amendment of the Comprehensive Plan Future Land Use Map and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

For consideration on the regular agenda is a Resolution amending the Comprehensive Plan Future Land Use Map. The proposed amendment reflects comprehensive plan policies recommending a mix of uses at the intersection of major roadways as well as land use applications and requests happening in the area. Similar plan designations can be found at the intersection of 65th South and 5th West, 49th South and 15th East, in the south part of town. The nearest such designation on the north part of Idaho Falls is at Highway 20 and 81st North. The map amendment was considered by the Planning and Zoning Commission at its April 6, 2021 meeting and recommended for approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the map amendment must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The map amendment was reviewed by staff from the Planning Division.

Fiscal Impact

NA

Legal Review

This resolution has been reviewed by Legal pursuant to applicable law.

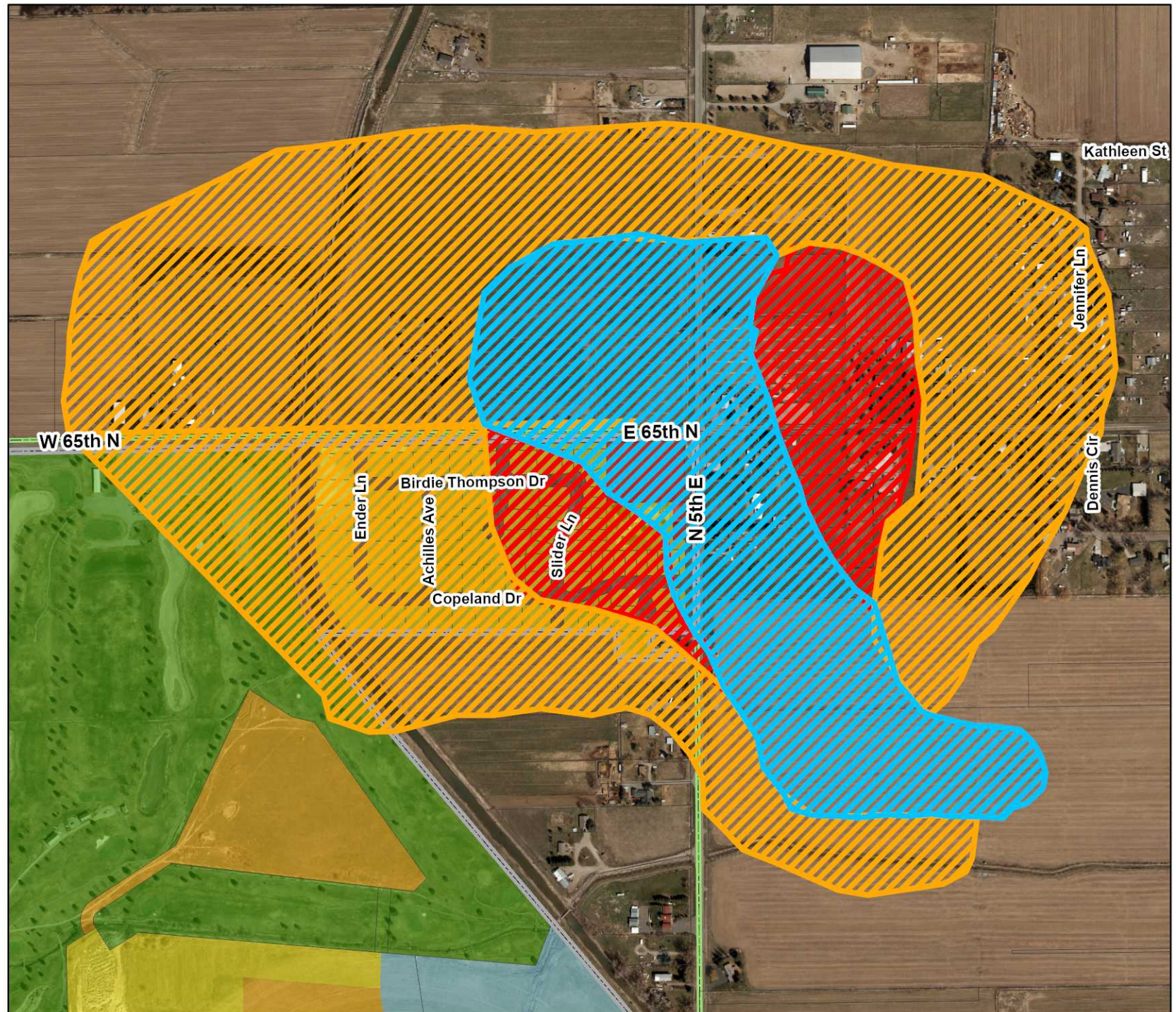
Legend

Comp Plan Amend Type

- Estate
- Low Density
- Higher Density
- Greenbelt Mixed Uses
- Park, Recreation
- Public Facilities, Open Spaces
- Commercial
- Employment Centers
- Medical Services Center
- Higher Education Centers
- Planned Transition
- Highway Related Industrial
- Railroad Related Industrial
- City Limits
- Area of Impact

Overlays

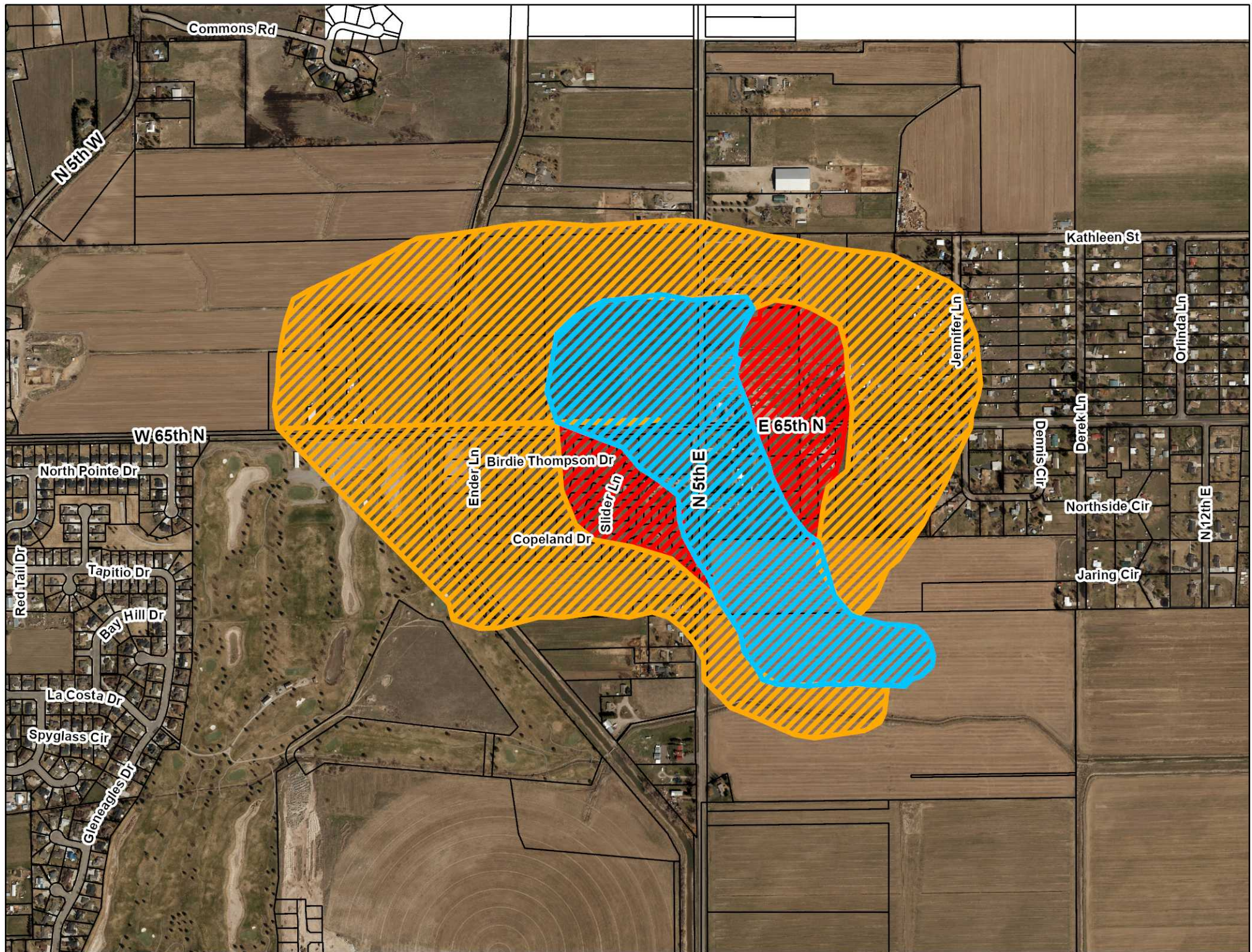
- PT
- PT&T-1
- PUD
- T-1
- T-2
- RE
- RP
- R1
- R2
- TN
- RMH
- R3
- R3A
- PB
- DT
- CC
- LC
- HC
- R&D
- LM
- I&M
- P



IDAHO FALLS



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



Commons Rd

N 5th W

W 65th N

North Pointe Dr

Red Tail Dr

Tapitio Dr

Bay Hill Dr

La Costa Dr

Spyglass Cir

Gleneagles Dr

Ender Ln

Birdie Thompson Dr

Copeland Dr

Slider Ln

N 5th E

E 65th N

Jennifer Ln

Kathleen St

Orinda Ln

Derek Ln

Dennis Cir

Northside Cir

Jaring Cir

N 12th E

Comp Plan Amend

RZON21-006 Comp Plan Amend from Lower Density to Higher Density

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad Related Industrial
 Low Density	 Parks, Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities, Open Spaces	 Medical Services Center	 Highway Related Industrial	

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
**Comprehensive Plan Amendment, Lower Density Residential &
Estate to Higher Density Residential, Commercial and
Employment Center ~ April 6, 2021**



Community
Development
Services

Applicant: Connect Engineering

Project Manager:
Kerry Beutler

Location: the area around the intersection of W 65th N and N 5th E.

Existing Zoning:
County A-1, R-2
City R1, LC

Existing Land Uses:
Vacant, Agricultural, Residential

Future Land Use Map: Lower Density & Estate

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To **recommend** to the Mayor and City Council approval of an amendment to the Comprehensive Plan Future Land Use Map.

Staff Comments: The area for consideration is generally located around the intersection of W 65th N and N 5th E, both arterial roadways. The Comprehensive Plan encourages the development of arterial nodes with limited retail, offices, entertainment in addition to housing and recreation. One reason for creating these nodes at arterial intersections is that it supports and promotes larger lots which are better able to be constructed along arterial streets and meet the access spacing requirements of the Access Management Plan. Generally, the area being amended includes larger undeveloped parcels.

Modifying the plan will make this the only mixed-use node in this area north of US 20. The plan also recommends clustering commercial nodes and locating regional commercial centers, along with other major traffic generators, approximately at or within one-half mile from major state thoroughfares to be served by existing arterial streets. Interchanges and access to US 20 at Holmes and St. Leon are approximately 2 and 1.5 miles, respectively, from this area. By locating major traffic generators near existing highways, we prudently use our past investments and assure we, as a community, do not have to build extensive facilities to accommodate traffic generated by growth.

The County's Comprehensive Plan calls out this area as Urban Residential, and in close proximity a larger area designated Mixed Use. The County's plan calls out these areas as appropriate for urban residential growth, including higher density uses as well as commercial and some industrial uses. Existing development in this area includes both city and county residential subdivisions. Existing county subdivisions in this area include approximately 220 lots. City subdivisions include an existing 817 lots with an additional 182 lots proposed to be platted. There is also an additional 400 plus acres of vacant or ag land in this area that could potentially transition to residential or other uses.

The mix of Higher Density Residential, Commercial and Employment Center designations are common in the Land Use Plan map and are specifically located in areas like this where the mix of land use will serve the existing and planned residential development and complement the transportation plan's street classification.

Staff Recommendation: Staff recommends approval of the amendment to the Comprehensive Plan Future Land Use Map.

Comprehensive Plan Policies:

Encourage designs for these nodes to provide a walkable environment. In addition to housing and limited retail, locations for offices, entertainment, and recreation should be provided in arterial nodes. (p. 34)

The comprehensive plan traditionally contains a future land use map which is a conceptual map and a general frame of reference for land use decisions. Too often the map becomes the total of the planning process. Since public facilities are crucial to new growth, the map serves a vital purpose for helping decisions makers understand the implications of public construction. But the map does not answer many of the concerns people spoke to us about in the listening posts and in the community design-ins. The map does not speak to the livability of the community. It does not address how new development looks or how it works. It does not help us create change that is as good or better than what we presently have. We need to be less concerned about how many acres of commercial land we need and more concerned about how the commercial land use works (p. 36)

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces and streets. (p. 40)

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors. Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. (p. 41)

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. Lots at the corners shall be of sufficient size to assure any access to the arterial, if permitted, shall be in accordance with the guidelines of 2012 Updated Access Management Plan. (p. 41)

Study innovative approaches to residential development within the context of preferred residential alternative pattern. (p. 42)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterials and collectors, with access only to the collector streets. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p. 43)

Plan for different commercial functions within the City of Idaho Falls. (p. 46)

Cluster community commercial centers and highway commercial rather than encourage strip commercial along arterial streets. Strip commercial development reduces the traffic carrying capacity of arterial streets, encourages both commercial and residential property to deteriorate, scatters commercial services, and requires more parking facilities. (p.48)

Regional commercial centers, as other major traffic generators, should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers.

Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. (p.48)

Revise the zoning ordinance to encourage the creation of employment centers. Employment centers are an extension of industrial and office parks carefully planned to facilitate interaction between light industrial uses, offices, and limited commercial activities. (p. 52)

Land Use Categories: (p. 63)

Estate residential: Existing homes on lots of one acre or larger. Also includes vacant properties which have been subdivided into tracts of 20 acres or less. In future, may redevelop at densities of 7 units or less per acre.

Low density residential: Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.

Higher density residential: Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre.

Commercial: Retail shops, restaurants, and offices.

Higher education/research center: College facilities, office complexes, research laboratories, and limited support services such as apartments, restaurants, copy centers and other business support services.

Employment center: Offices including technology related businesses, research and development laboratories, and limited retail uses as restaurants and business support services.

Higher density housing such as apartments are adjacent to collector and arterial streets.

Neighborhoods should contain a variety of housing types and, with good site planning, apartments and townhouses can be near arterial streets, be directly served by collector streets, and provide an opportunity for all residents of the City to have housing which meets their needs. (p. 66)

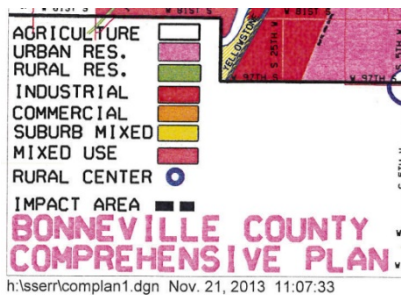
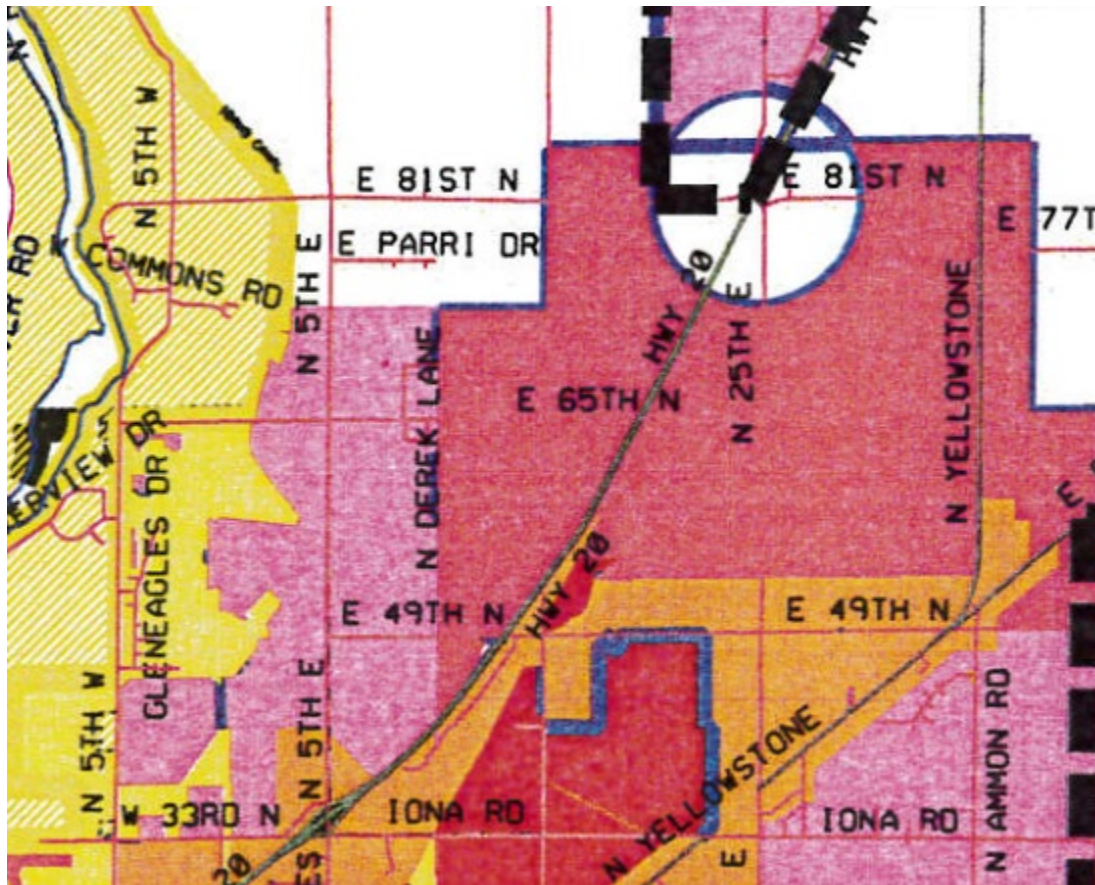
Encourage development in areas served by public utilities or where extension of facilities are least costly. (p. 67)

Develop nodes of clustered development. Nodes, rather than strips, provide a hub around which we can center development at a human scale. (p. 67)

Locate regional facilities which generate major traffic on or within one-half mile of regional highways. By locating major traffic generators such as regional shopping centers, regional employment centers, and large public facilities near existing highways with the capacity to handle additional traffic, we prudently use our past investments and assure we, as a community, do not have to build extensive facilities to accommodate traffic generated by growth. (p. 68)

Employment centers, defined as those employment areas with a large number of employees per acre, are located adjacent to arterial streets and near support facilities necessary for business. (p. 69)

Bonneville County Comprehensive Plan:



April 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Lindsey Romankiw, Natalie Black, George Morrison (late tech-difficulties), Joanne Denney, Arnold Cantu.

MEMBERS ABSENT: Joanne Wimborne

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysha Foster, Caitlyn Long and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the Minutes of the February 16, 2021 and March 2, 2021 minutes, Cantu seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Romankiw, yes. and it passed unanimously.

Public Hearing(s):

4. ANNEX 21-002: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of R2, Mixed Residential.

Dixon opened the Public Hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley indicated that this follows along with the reason that they requested the Comprehensive Plan Amendment (previous hearing). Jolley stated that they are asking for the annexation and initial zoning of 9.86 acres north of Fairway Estates. Jolley stated that this property is zoned R2 in the County and so moving forward that will allow the property owner the same rights that they had in the County if it is zoned R2 in the City, which would fit the recently recommended for approval Comprehensive Plan amendment.

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

Support/Opposition

JD Wilkinson, 135 E65th North, Idaho Falls, Idaho. Wilkinson is concerned that he has verbal agreements that he would have no problem having a right of way across the property for his irrigation. Wilkinson is concerned that the agreement continues to be facilitated.

Dixon asked if the current irrigation is coming across the property. Wilkinson indicated that it is coming across on 2 different spots. Dixon stated that typically for established canals the law indicates that they have to provide for maintenance of the canals unless they are abandoned.

Mike Kirkham, Esq., (City Attorney) agreed with Dixon's interpretation. Kirkham wanted to make sure that the public hearing is not a question/answer opportunity for the public to pose questions to the Commission. Kirkham offered to answer questions for public outside in the hall.

Wilkinson asked where he could get his questions answered. Kirkham offered to visit with Wilkinson and answer questions that he could for him.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley stated that everything that is currently being serviced with irrigation water, etc., they will follow the applicable rules and regulations that the State provides for working through that, and they will work through that at the time they propose a development.

Dixon closed the public hearing.

Morrison is confused and asked if the Commission is not here to get information and answer people's questions, then why is it called a hearing. He understood that they were to hear the public out and find out what they have to say about the application. Morrison feels that they need to get the information from the public and if there is a question that they can answer they should answer the question.

Black moved to recommend to the Mayor and City Council approval of the Annexation of 9.86 Acres in the SE ¼ of Section 30, Township 3 N, Range 38 E, with initial zoning of R2, Hicks seconded the motion. Dixon called for roll call: Black, yes; Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

COMPREHENSIVE PLAN AMENDMENT, LOWER DENSITY RESIDENTIAL & ESTATE TO HIGHER DENSITY RESIDENTIAL, COMMERCIAL AND EMPLOYMENT CENTER, FOR THE AREA AROUND THE INTERSECTION OF W 65TH N AND N 5TH E.

WHEREAS, the applicant filed an application for rezoning on February 26, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on May 13, 2021 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The area is generally located around the intersection of W 65th N and N 5th E., both arterial roadways.
3. The Comprehensive Plan encourages the development of arterial nodes with limited retail, offices, entertainment in addition to housing and recreation consistent with this request. Arterial intersections allow for commercial and higher density residential nodes as they require larger lots which are better able to be constructed along arterial streets and meet the access spacing requirements of the Access Management Plan. Generally, the area being amended includes larger undeveloped parcels.
4. Modifying the plan will make this the only mixed-use node in this area north of US 20. The plan recommends clustering commercial nodes and locating regional commercial centers, along with other major traffic generators, approximately at or within one-half mile from major state thoroughfares to be served by existing arterial streets. Interchanges and access to US 20 at Holmes and St. Leon are approximately 2 and 1.5 miles, respectively, from this area.
5. By locating major traffic generators near existing highways, we prudently use our past investments and assure we, as a community, do not have to build extensive facilities to accommodate traffic generated by growth.
6. The County's Comprehensive Plan calls out this area as Urban Residential, and in close proximity a larger area designated Mixed Use. The County's plan calls out these areas as appropriate for urban residential growth, including higher density uses as well as commercial and some industrial uses.
7. The Planning and Zoning Commission recommended approval of the Comprehensive Plan Amendment.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Comprehensive Plan Amendment.

APPROVED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE AREA LOCATED AROUND THE INTERSECTION OF W 65TH N AND N 5TH E. PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, pursuant to Idaho Code Section 67-65085, the City has a duty to conduct a comprehensive planning process designed to prepare, implement and periodically review and update its Comprehensive Plan; and

WHEREAS, prior to making this recommendation to the governing board, the Planning and Zoning Commission followed the procedures identified in Idaho Code Section 67-6509 for a Plan Amendment; and

WHEREAS, the Council of the City of Idaho Falls, Idaho, desires to amend the Comprehensive Plan designation in the area located around the intersection of W 65th N and N 5th E from Lower Density Residential & Estate to Higher Density Residential, Commercial and Employment Center to better serve as a guide for future planning and zoning decisions by the City.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Idaho Falls, Idaho, as follows:

1. The Comprehensive Plan of the City of Idaho Falls, Idaho is hereby amended to change the designation for the area located around the intersection of W 65th N and N 5th E from Lower Density Residential & Estate to Higher Density Residential, Commercial and Employment Center.
2. The change to the Comprehensive Plan designation shall become effective upon its execution by the Mayor.
3. The City of Idaho Falls community Development Services Director is instructed to modify the official Comprehensive Plan Map located in the Planning Division Office to reflect the change.

Adopted and effective this ____ day of ____, 2021.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE
COMPREHENSIVE PLAN DESIGNATION IN THE AREA LOCATED
AROUND THE INTERSECTION OF W 65TH N AND N 5TH E. PROVIDING
THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

From: [M.L](#)
To: [Brad Cramer](#)
Subject: City Council Hearing Idaho Falls, May 13/2021 7:30pm
Date: Monday, May 10, 2021 8:48:36 AM

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To Whom it may concern:

PROJECT:

Written Statement from Adjacent Property Owner of Proposed Project
RZON21-005, Rezone from TN, Traditional Neighborhood with PT Overlay to HC, Highway
Commercial, Emerson and 17th.

LOCATION:

This property is north of E 17th St, east of S Lee Ave, south of E 16th St, west of S Emerson Ave.

I have a list of complaints of what I have already experienced

- 1) Speeding in alley with no speed limit posted on alley
- 2) Damage to the gravel road
- 3) Dust that occurs with all hours of traffic
- 4) Adjacent to the property graffiti along the building
- 5) Noise and lights all night long and morning all through the darkness
- 6) Reduced privacy 24-7
- 7) Snow on roof dumps on our property
- 8) Depreciation to property value
- 9) Eyesore

This is as it stands now and with no traditional neighborhood with the proposed rezoning and no guarantees of it being taken to another level and even less of a traditional neighborhood.
From a neighbor to the lot in question