



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, August 12, 2021

7:30 PM

City Council Chambers

Welcome.

This meeting is open to any member of the public to observe (either in person or via the City's website livestream). To participate personally, we ask you to follow these City guidelines. Note that not all agenda items include the opportunity for public comment. Also, please be aware that an amendment to this agenda may be made by Council during the meeting upon passage of a motion that states a good faith reason why the desired change was not included in the original agenda posting.

Opportunity for General Public Comment.

You are invited to address the City Council but only regarding general matters that are not listed on this agenda or that are already noticed for a public hearing, subject the Public Hearing Participation Guidelines below. When you address the Council, please state your name and some general contact information (e.g., city, address, neighborhood). Please limit your remarks to three (3) minutes. For legal reasons, topics you may not comment upon include matters currently pending before the City's Planning and Zoning Commission or Board of Adjustment; pending City enforcement actions (including those on appeal); and City personnel actions.

Public Hearing Participation Guidelines.

1. In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address your comments directly to the Council and try to limit them to three (3) minutes.
2. Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
3. Remote Comment. The public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to VirtualAttend@idahofalls.gov no later than forty-eight (48) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony.

Regularly scheduled Council meetings are live-streamed and archived on the City website (idahofalls.gov). 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 ADA Coordinator Lisa Farris at 208-612-8323, so that they can help accommodate your needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**
Please see guidelines above.
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. Airport

- 1) Minutes from Airport Leadership Board Meeting **21-203**
June 15, 2021 Airport Leadership Board Meeting
Attachments: 20210615 Airport Minutes.docx

B. Municipal Services

- 1) Minutes from Council Meetings **21-218**
July 26, 2021 City Council Budget/Work Session and July 29, 2021 City Council Meeting.
Attachments: 20210726 Budget Session-Work Session - Unapproved.pdf
20210729 Council Meeting - Unapproved.pdf
- 2) 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) Public Hearing for the Tentative 2021/22 Fiscal Year Budget **21-213**
Pursuant to Idaho Code §50-1002, the Notice of Public Hearings for the 2021/22 fiscal year budget was published on Sunday, August 1, 2021, and Sunday, August 8, 2021.

Recommended Action:

Municipal Services respectfully requests the Mayor and Council conduct a public hearing for the 2021/22 fiscal year budget. The Public Hearing has been scheduled for Thursday, August 12, 2021, at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Attachments: MS_2021-22 FY Tentative Budget.pdf

- 2) Public Hearing for the Proposed Fees for Fiscal Year 2021/22 **21-215**
The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the 2021/22 fiscal year proposed fee schedule was published on Sunday, August 1, 2021, and Sunday, August 8, 2021.

Recommended Action:

Municipal Services respectfully requests the Mayor and Council conduct a public hearing for the proposed 2021/22 fee schedule. The Public Hearing has been scheduled for Thursday, August 12, 2021, at 7:30 pm in the City Council Chambers of the City Annex Building located at

680 Park Avenue in Idaho Falls, Idaho.

Attachments: Resolution Fee Workbook 8.4.21 (posse).pdf

3) Public Hearing to Levy 1% of Forgone for Fiscal Year 2021/22 21-186

The Notice of Public Hearing for the 2021/22 forgone resolution was published on Sunday, August 1, 2021, and on Sunday, August 8, 2021. The hearing is scheduled for Thursday, August 12, 2021, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to levy 1% of the City's forgone balance of \$407,400 for the specific purpose for which the forgone increase is being budgeted, namely: to fund fire department dispatch software, fire station generators and police staffing and other public safety maintenance and operation needs.

Recommended Action:

Pursuant to Idaho Code §63-802(1)(e), Municipal Services requests Council to conduct a public hearing to levy 1% of the 2021/22 forgone amount.

Attachments: Resolution Forgone Amount (2021 \$407,400.00).pdf

B. Idaho Falls Power

1) Pole Attachment License Agreement Renewal with Qwest Corporation dba CenturyLink QC 21-216

This reciprocal License Agreement will govern attachments on poles owned by the other entity. The agreement establishes rules for work coordination between the two entities, sets requirements for make-ready work and establishes fees associated with pole attachments. This supersedes the agreement approved by City Council on Nov. 22, 2016.

Recommended Action:

Approve this renewal agreement with CenturyLink QC of Monroe, Louisiana, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: 2021 IFP Pole License Agmnt Final.pdf

C. Public Works

1) Ordinance Revision for Title 2 adding Chapter 16 to establish a Development Impact Fee Advisory Committee 21-217

Public Works and with other city departments have been working with the consulting firm, TischlerBise, to evaluate and develop impact fees for the city. Idaho Code Title 67, Chapter 82 directs those cities considering the adoption of such impact fees to establish a Development Impact Fee Advisory Committee. The proposed ordinance, written by our City Attorney addresses this requirement.

Recommended Action:

Approve the ordinance revision under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Attachments: Ordinance - Title 2 Ch 16 Development Impact Fee Advisory Committee 8.2.21.pdf

D. Community Development Services

- 1)** Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 28. **21-214**

Attached is the application for the Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 28. The Planning and Zoning Commission considered this item at its September 15, 2020, meeting and recommended approval. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Development Agreement for Fairway Estates Division No. 28 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Accept the Final Plat for Fairway Estates Division No. 28 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. 28 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.pdf
Aerial.pdf
Final Plat Fairway Div 28.pdf
CC Staff Report.doc
PC Minutes.docx
DEVELOPMENT AGREEMENT FAIRWAY ESTATES DIVISION NO.pdf
Reasoned Statement.docx

- 2)** 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: 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East. **21-191**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LM and HC and airport overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 20, 2021,

meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance annexing 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 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 (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Comp Plan Map.jpg
Airport.jpg
Staff Report.docx
Land Use Tables.pdf
Airport Overlay Regs.docx
PC Minutes.docx
Ordinance
Annexation Exhibits.pdf
Reasoned Statement Annexation.docx

3)

21-192

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LM, HC and Airport Overlay Zones which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 25.960 acres, in the SE1/4 of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval of LM by a unanimous vote. Staff recommends the requested zoning of LM and HC.

Recommended Action:

1. Assign a Comprehensive Plan Designation of "Employment Center" and approve the Ordinance establishing the initial zoning for LM, HC and the appropriate Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LM, HC and Airport Overlay Zones 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
Ordinance
Initial Zoning Exhibit.pdf
06 Airport LU.jpg
Reasoned Statement Zoning.docx

- 4) Public Hearing-Rezone from I&M to LC, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East. **21-212**

Attached is the application for Rezoning from I&M to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance Rezoning approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East, from I&M to LC under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from I&M to LC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Comp Plan Map.jpg
Staff Report.docx
Land Use Tables.pdf
PC Minutes.docx
Ordinance
Reasoned Statement.docx

- 5) 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: 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East. 21-207

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC and Airport Overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance annexing 24.832 acres, SE ¼ of Section 6, Township 2 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 (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East 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
Airport.jpg
Staff Report.docx
Land Use Tables.pdf
Airport Overlay Regs.docx
PC Minutes.docx
Ordinance
Exhibit Map and Legal.pdf
07 Reasoned Statement Annexation.docx

- 6) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning-Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 24.832 acres, in the SE1/4 of Section 6, Township 2 North, Range 38 East. 21-208

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC and Airport Overlay Zones which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 24.832 acres, in the SE1/4 of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Assign a Comprehensive Plan Designation of “Higher Density and Commercial” and approve the Ordinance establishing the initial zoning for LC and the appropriate Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC and Airport Overlay Zones 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
Ordinance
Exhibit Map and Legal.pdf
06 Airport LU.jpg
Reasoned Statement Zoning.docx

- 7) Public Hearing-Rezone from HC to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East. **21-211**

Attached is the application for Rezoning from HC to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 6, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance Rezoning approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East. From HC to CC 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 HC to CC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Attachments: Zoning Map.jpg
Aerial.jpg
Comp Plan.jpg
Staff Report.docx
1 Land Use Tables.pdf
PC Minutes.docx
Ordinance
Reasoned Statement.docx

- 8)** Public Hearing-Comprehensive Plan Amendment from Lower Density Residential to Higher Density Residential and Commercial, Resolution and Reasoned Statement of Relevant Criteria and Standards to Amend the Comprehensive Plan Land Use Map. **21-197**

For consideration on the regular agenda is a Resolution amending the Comprehensive Plan Land Use Map. The proposed amendment reflects comprehensive plan policies recommending planning for varied commercial functions within the city and locating commercial centers near existing arterials with excess capacity. The map amendment was considered by the Planning and Zoning Commission at its July 6, 2021, meeting and recommended approval. Staff concurs with this recommendation.

Recommended Action:

1. To approve the Resolution amending the Comprehensive Plan Land Use Map for the area around Lincoln Road, east of Woodruff Ave., and west of Hitt Road 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 Land Use Map and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

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

- 9)** Public Hearing-Rezone from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East. **21-210**

Attached is the application for Rezoning from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 6, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance Rezoning approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East, from HC to LC 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 HC to LC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Attachments: Zoning .jpg
Aerial.jpg
Comp Plan.jpg
Council Staff Report.docx
Land Use Tables.pdf
PC Minutes.docx
Ordinance
Reasoned Statement.docx

6. **Announcements.**

7. **Adjournment.**

File #: 21-203

City Council Meeting

FROM: Rick Cloutier
DATE: Thursday, July 29, 2021
DEPARTMENT: Airport

Subject

Minutes from Airport Leadership Board Meeting

Council Action Desired

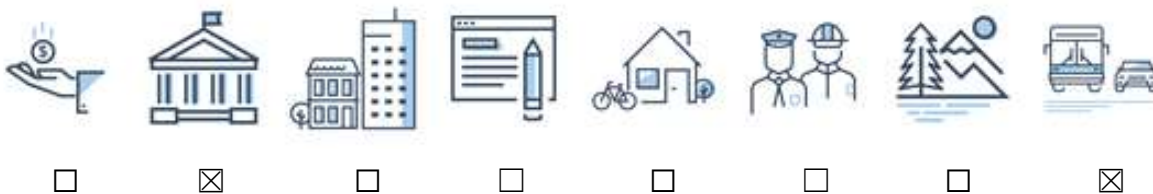
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the minutes from the June 15th Meeting as described below (or take other action deemed appropriate).

Description, Background Information & Purpose

June 15, 2021 Airport Leadership Board Meeting

Alignment with City & Department Planning Objectives



The minutes are a review of presentations made by Staff to the Airport Leadership Board. They reflect the value of transparency and are required by state statute.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

June 15, 2021

The City Council of the City of Idaho Falls met in Airport Leadership Workshop, Tuesday, June 15, 2021, at the City Council Chambers, 680 Park Avenue in Idaho Falls, Idaho at 7:00 a.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper

Councilmember Thomas Hally

Councilmember Jim Francis

Councilmember Lisa Burtenshaw

Councilmember Michelle Ziel-Dingman

Councilmember John Radford

Councilmember Jim Freeman

Also present:

Rick Cloutier, Airport Director

Jayne Verish, Airport Assistant Director Operations & Maintenance

Brook Edwards, Airport Administrative Assistant

Randy Fife, City Attorney

Phone:

Jack Penning, Volaire Aviation Consultant

Mayor Casper called the meeting to order at 7:00 a.m. with the following items:

Airport Updates/Terminal Expansion:

Director Cloutier reviewed the following with general discussion throughout:

House bill passed: The Committee's objective is to study intrastate commercial air service and develop a long-term, viable strategy for sustainable intrastate commercial air service in the state of Idaho. It is likely that a minimum revenue guarantee of at least \$1 million would be needed for Idaho Falls to get through a year of startup and meet profit margin targets for an airline.

[https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2020/interim/210125_icas_ID%20Intrastate%20Passenger%20Air%20Service%20Study%20\(Final\).pdf](https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2020/interim/210125_icas_ID%20Intrastate%20Passenger%20Air%20Service%20Study%20(Final).pdf)

Construction: 100 contract days left to completion – September 2021. We soft opened two gates upstairs, due to COVID-19 we are struggling to get supplies for construction, furniture, etc. The restaurant is going through new construction as well, as they are investing four hundred thousand dollars (\$400,000) into the infrastructure. Complete kitchen upstairs, total remodel food serving and bar area.

Ground Transportation Plan:

Ms. Verish explains the purpose of a Commercial Ground Transportation Plan is to provide commercial ground transportation service providers with operational rules, regulations, and fees to ensure that all persons utilizing the Idaho Falls Regional Airport have a safe, secure, and efficient options for ground transportation services.

Airport Staff have recognized several challenges that would benefit from the adoption of a Ground Transportation Plan, including:

- Loss of Revenue
- Customer Experience
- Safety & Security

June 15, 2021

Safety & Security of the public is the number 1 priority of the Idaho Falls Regional Airport.

The Ground Transportation Plan will provide for the following:

- Designated Pick-up/Drop-off Points & Commercial Transportation Provider Holding Area(s)
- Service Provider Permitting
 - Vehicle Standards
 - Operator Standards
 - Operating Rules

Customer Experience will be improved through adoption of the Ground Transportation Plan

- Designated drop off spots for different service providers
 - Taxi
 - Non-Public Bus, i.e. Salt Lake Express
 - Shuttle – Hotel and/or travel companies
- Vehicle and Driver standards to ensure clean, comfortable, safe service from providers
- Fees collected from Ground Transportation Providers will go to curbside improvements and maintenance of infrastructure (roadways, signs, curbs, parking areas, etc.)

Commercial ground transportation providers do not pay fees or contribute to Airport revenue, but continuously operate from the Airport, taking advantage of infrastructure, personnel, and facilities operated and maintained by the Airport.

Rates & Fees for Commercial Ground Transportation Providers

Commercial Transportation Providers will be required to apply for an Airport Permit that must be prominently displayed on each vehicle listed on the application.

Providers must submit regular reports of trips/passengers and associated fees for use of Airport property for commercial activity.

Financial Update:

Mr. Rick Cloutier reviewed the FY 2022 Budget

Proposed revenue: \$14,584,500

Total operating expenditures: \$14,577,679

Administration: \$1,697,900

Building maintenance: \$677,000 (add additional staff)

Ground maintenance: \$1,006,500 (add additional staff)

Security: \$546,279

Airport Improvement Plan (AIP): \$10,200,000 (Federal Aviation Administration (FAA) Funded)

Fire: \$450,000

Budget Summary for FY 2022

- Request Increase in FTE to 21
- Currently 19 FTE (17 current)
- Add 3 additional positions 2 additional FTE
- Additional staff
- 2 Custodians
- 1 Business Development Manager
- Combine Building Maintenance Supervisor and Grounds Maintenance Supervisor into one position
- Facilities Supervisor

June 15, 2021

Mr. Cloutier noted that comparative to FY 2020 budget major increases is:
Increased cost of materials and supplies
Marketing to support new service

Air Service Development

Preparing for record capacity and new service

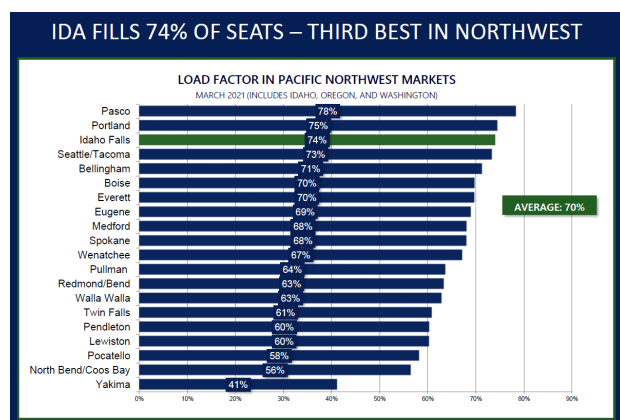
Jack Penning announces Alaska Air Service starts Thursday June 17, 2021. Mr. Penning states that from a budget standpoint, the marketing efforts are working very well as it is paying off. We are selling a lot of seats and filling up the planes.

A record four (4) new routes launch this summer:

Four (4) new routes, two (2) of which have already launched – American Airlines (AA) started Dallas Fort Worth, TX (DFW) and Phoenix, AZ (PHX) on June 3, 2021. Allegiant Airlines (AL), on May 28, 2021 started Portland, OR (PDX) service. Two (2) new airlines – American Airlines (AA) and Alaska Airline (AS). Most routes and most flights in history.

Most available airline seats in IDA history:

Most available seats 34% higher than 2019, 281 more seats every day. 226,000 more seats than 2018, that is a 58% growth since 2018. In March 2019, we were down 14%. In May we had our best month in the history. 75% normal capacity, 5% more than national average for Idaho Falls.



National bookings are back to 50% of “Normal”. March bookings are up 41%, only down 50% from 2020. March bookings at 86% of “Normal”, outperforming average by 36 points. Inaugural flight for June 3, 2021 has sold out ~60% of seats for the summer have already sold, outperforming Alaska Network. Dallas-Fort Worth, TX ~ 50% sold for the summer. American Airlines adding a second daily flight. Phoenix, AZ ~45% sold for the summer.

2021 Campaign Goals:

Three overarching goals:

- Enhance local awareness: IDA best airport in Eastern Idaho
- Promote new flights: Alaska/Seattle, Allegiant/Portland, and American/Dallas and Phoenix
- Reach those actively searching.

June 15, 2021

Alaska Airlines Campaign:

Idaho Falls Regional Airport (IDA) – Seattle-Tacoma International Airport (SEA) flights launch June 2021
\$60,000 total budget

Alaska Airlines placing marketing directly

- Alaska brand-focused ads
- Awareness and inspiration
- Media plan developed with IDA input

Allegiant Campaign:

IDA-PDX flights launched May 28, 2021

- \$15,000 available
- IDA placement / Allegiant assets
 - Allegiant brand-focused ads
 - Awareness campaign
 - Utilizing local vendors.

American Airlines Campaign:

Dallas Fort Worth (DFW) and Phoenix Sky Harbor (PHX) launched June 3

- \$100,000 for marketing (\$50,000 per destination)
- IDA placement of AA creative elements
 - American brand-focused ads which tie into the national campaign
 - Both awareness and inspiration
 - Local and out-of-market strategy
 - Launched mid-April.

All-Inclusive Airport Campaign:

Theme: “IDA: Best Choice in Eastern Idaho”

- Promotes all carriers indirectly while keeping the awareness up to the region.
- \$40,000 budget
 - TV/Radio/Billboard/Digital (Sojern) and Social Media
 - Certain elements currently running (TV/Radio/Billboard) while other elements staggered to fill in during shoulder seasons.

The meeting adjourned at 9:00 a.m.

Brook Edwards – Airport Administration

Rebecca Casper, MAYOR

Memorandum

File #: 21-218

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Friday, August 6, 2021
DEPARTMENT: Municipal Services

Subject

Minutes from Council Meetings

Council Action Desired

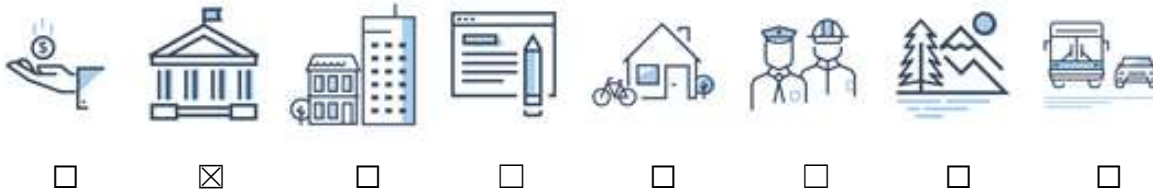
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

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

Description, Background Information & Purpose

July 26, 2021 City Council Budget/Work Session and July 29, 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

July 26, 2021 Budget Session/Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Budget Session and Council Work Session, Monday, July 26, 2021, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 1:00 p.m.

There were present:

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

Also present:

PJ Holm, Parks and Recreation Director
Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Josh Roos, Treasurer
Duane Nelson, Fire Chief
Ronnie Campbell, Parks Superintendent
David Pennock, Zoo Superintendent
Chris Fredericksen, Public Works Director
Joel Tisdale, Police Captain
Brad Cramer, Community Development Services Director
Lisa Farris, Grants Administrator

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Radford, that Council receive the recommendations from the Planning and Zoning Commission meetings of July 6, 2021 and July 20, 2021 pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

July 27, Imagine IF Open House (Mayor Casper requested the elected officials distribute the survey information)

July 29, City Council Meeting

August 11, City employee picnic

Additional events for August include the Duck Race, Utah Associated Municipal Power Systems (UAMPS) conference, and the city employee benefits fair.

Mayor Casper stated she distributed information to the Councilmembers regarding the Arts Council. She also stated School District #91 Superintendent James Shank met with city directors in the previous week; the African American Alliance recently hosted a BBQ for community first responders; and she understands the protest filed against Jacobs/The Idaho Environmental Group for the Idaho Clean-up contract to was pulled and/or resolved, therefore, this transition will occur through the end of the year.

COVID Update – Mayor Casper stated Eastern Idaho Public Health (EIPH) is reporting 5.9 cases per 1,000 individuals in Bonneville County, Madison County is the highest county in the district with 7.8 cases per 1,000 individuals, Fremont County (5.3 cases per 1,000 individuals) and Jefferson County (5.0 cases per 1,000 individuals) are closely

July 26, 2021 Budget Session/Work Session - Unapproved

following. She indicated cases are on an upswing, noting there were 171 cases in Idaho on July 24. She also noted the variants found in this area are listed on the EIPH website. She briefly reviewed the numbers of each variant stating there is a 65% rise country-wide for the Delta variant. She indicated the longer an individual waits to get vaccinated, the more time for the mutation to occur. She stated the state-wide vaccination rate for individuals 12+ is 45.6%, and the Bonneville County vaccination rate for individuals 12+ is 51%. Councilor Radford indicated positive rates are in the 50% range.

War Bonnet Round Up Rodeo Information:

Director Holm stated this will be the 110th anniversary of the War Bonnet Round Up Rodeo at Sandy Downs. He distributed packet information, stating the elected officials will be recognized on August 6. He briefly reviewed this schedule. He noted August 4 is media day and the kick-off party, August 5 is family night, August 6 is Tough Enough to Wear Pink night, and August 7 is Veteran's night. It was noted the Bonneville County pre-fair event will also be held on August 4.

Liaison Reports and Councilmember Concerns:

Council President Dingman had no items to report.

Councilor Hally had no items to report.

Councilor Burtenshaw announced vandalism recently occurred at Esquire Acres Park.

Councilor Francis had no items to report.

Councilor Freeman gave a brief report following the recent Idaho Consumer Owned Utilities Association (ICUA) conference. Council President Dingman believes the Idaho Falls Power (IFP) Board has been highly educated regarding power issues. Councilor Hally also noted there was a presentation at the conference regarding the Small Module Reactors and discussion regarding dam breaching.

Councilor Radford had no items to report.

Introductory Remarks and Budget Request List Review and Discussion:

Mr. Hagedorn briefly reviewed the tentatively approved items for Mayor and Council, Municipal Services, Human Resources, Police, and Public Works totaling \$415,814 although he noted only \$151,998 of this amount goes against the levy. The remaining amount is from other funding sources.

Chief Nelson stated his requested items were placed in capital. He indicated he is seeking the American Rescue Plan Act (ARPA) funds as he believes this is a good opportunity to potentially use the ARPA funds for dispatch software and generators for Station 4 and Station 5. Chief Nelson reviewed the following requests – dispatch software (this is a desperate need, this will allow dispatch calls to be prioritized in order to send the appropriate unit(s)), property – sale and purchase of property (will need to purchase for future needs, will continue to have discussion with Municipal Services, and will require capacity in the budget), Station 3 and Station 5 bay doors (would recommend Station 5, looking at other sources for Station 3); exhaust system at Station 4 and Station 5 (the diesel exhaust system has the potential for cancer-causing illnesses, Station 4 is used more often and is preferred), Station 4 and Station 5 generator. Councilor Freeman indicated the exhaust system and the bay doors are connected. Mayor Casper indicated the decision for the ARPA Funds have not been made at this point. Mr. Hagedorn noted ARPA funds have been budgeted in contingency.

Director Holm reviewed the following requests – Land and Water Conservation Fund (LWCF) mitigation funding of \$150,000 (also includes \$90,000 from School District #91 and the potential of up to \$100,000 from the Water Division). He indicated this amount would allow the spending authority per the councilmembers' concerns for compliance although he expressed his concern for the price of real estate, which may amount to a higher cost than

available resources. He also indicated this money would only be used for the LWCF. Councilor Burtenshaw believes the \$150,000 is land acquisition and this should be included in the Water Division as the land is for the water tower project. Councilors Francis and Hally agreed. Director Holm believes the Water Division is willing to fund a portion. Councilor Freeman believes the Water Division has the capacity to handle this in their reserves. He also believes Parks and Recreation (P&R) could use the \$150,000 elsewhere. Councilor Radford does not believe General Fund dollars should be segmented, he believes any money could come through a water loan. Mr. Hagedorn stated the Water Division typically overbudgets on capital projects, therefore, this should not be an issue for that division. Per Councilor Francis, Director Holm stated the \$90,000 was the appraised value of the land that was taken out of compliance. He does not believe \$90,000 would develop a park. Mayor Casper noted the \$90,000 does not have the current purchasing power as previous purchases. Director Holm believes it will be more efficient for tax dollars to address the LWCF in one (1) large project that will mitigate the current two (2) issues and the future issue at S. Capital Park. He explained the LWCF conversion/mitigation. Director Holm stated the multi-departmental committee has been meeting regarding the mitigation. Director Fredericksen stated the water tower is multi-year project being budgeted in single year to allow the spending authority in the next year, and the Water Division is committed to whatever amount is required. Director Holm stated the city has been out of compliance of the LWCF for 25 years, he prefers to get into compliance as a priority, and he noted this will be a 50-50 match grant. He believes the committee may need to work on a slower process, and he would be interested in looking at a loan through the Water Division. Discussion followed regarding the inter-departmental loan process previously approved by the Council. Mr. Hagedorn stated \$150,000 will not be enough money to purchase the land, develop the land, and convert the other properties. He does not believe this will all occur in one (1) year. Following additional discussion, it was decided to re-prioritize the \$150,000 request in the next fiscal year per clarity of the actual project. Councilor Freeman noted the mitigation will continue. Director Holm noted three (3) years is allowed for development with purchased property.

Director Holm reviewed additional P&R requests and cuts – eminent repairs, unforeseen repairs, and lighting upgrades at Sandy Downs; irrigation repairs throughout the city (Mel Erickson Park moved to Priority 1); roadway repairs (parking lots and roadway repairs throughout park system); and data capabilities upgrade to record Japanese Gardens and throughout Tautphaus Park. Discussion followed regarding scarecrow cameras and the ability to have an actual camera for prosecution purposes. Captain Tisdale believes cameras would have greatly assisted with previous prosecution cases, arrests, and vandalism. Mr. Fife noted, per law, body cameras require retention and storage which is expensive. He believes a change in the code would make it easier to utilize cameras that are not activated by a person in law enforcement. Council President Dingman believes this item needs to be a higher priority with increased allocation. Captain Tisdale indicated, per this increased amount, the Idaho Falls Police Department (IFPD) would still only be able to access the camera for live view. Additional discussion followed regarding the current cameras at the Japanese Garden, the skate park, Funland, and the all-access playground at Tautphaus Park (Director Holm noted none of the cameras are currently turned on) as well as game cameras, storage, and retention. Capital requests include – bentonite for Ryder Park Pond #2 (the city would lose the water rights in five (5) years if not lined with the bentonite; Councilmembers Dingman and Burtenshaw prefer items that are considered city committed), aerator (Mr. Campbell stated the athletic fields/grounds becomes very compact if not aerated, and the irrigation system doesn't work unless an area has been aerated. This item would need to be included in the Municipal Equipment Replacement Fund (MERF)), and Heritage Park irrigation system (Director Holm believes the entire system could be set up with internal staff). These items were all moved to Priority 1. Additional requests include Zoo and Funland seasonal staffing (the use of Funland is unknown at this point), professional service funding for Funland and for a portion of the Zoo (moved to Priority 1), Funland advertising budget (moved to Priority 1), and the increase to technology at the Zoo and Funland (moved to Priority 1). Additional capital requests include Funland city contribution, front entrance to the zoo (payback to the Tautphaus Park

July 26, 2021 Budget Session/Work Session - Unapproved

Zoological Society (TPZS)), and a Niche Wall for cemeteries (revenues will pay for this item). All items were moved to Priority 1.

Discussion followed regarding IFPD requests including the replacement sergeant at the IFPD due to the fully funded sergeant at the airport (Captain Tisdale believes this is a partial year funding request, he is unsure if the airport pays for the equipment/vehicle used by the sergeant), the requested officer, and the additional three (3) officers from the Community Oriented Policing Services (COPS) Grant. Councilors Freeman, Francs, and Hally believe more officers are needed. Councilor Freeman indicated the conversation of operational changes, similar to the Idaho Falls Fire Department (IFFD), has occurred with the IFPD. Per Council President Dingman, Captain Tisdale stated all officers are put and pulled from the Patrol Division. He also stated almost all specialized positions have been cannibalized into the Patrol Division. Council President Dingman indicated the IFPD promotions are driving the increase of the budget. Councilor Radford believes if the IFPD wants more officers than (Police) Chief (Bryce) Johnson needs to change the way moving forward, and a study needs to be performed. Mayor Casper questioned the timing of the COPS Grant. Captain Tisdale stated he is unsure of the timing although he indicated the approval of the COPS Grant and the city budget overlap. He also requested a study be performed to clarify the reality the IFPD is facing. Captain Tisdale noted, per the promotions, prior chiefs eliminated the vast majority of the supervisory positions. Council President Dingman stated numbers don't lie and the increases are significant and beyond most departments. She questioned how to fund this long term. Councilor Francis stated there needs to be a clear understanding of reducing overtime costs as well as the impact of these four (4) officers. He noted these officers by year four (4) would take a 1% increase each year. Brief comments followed regarding overtime costs. Mr. Hagedorn stated the COPS Grant would stay in contingency until the grant is approved. He also stated the COPS Grant for 2021 closed on July 1. Per Mayor Casper, Captain Tisdale believes the COPS Grant would be reimbursable if the city pulled out from the grant prior to year four (4). Mr. Hagedorn stated most grant awards would require Council approval. Following brief discussion regarding training, the request for Arbinger training was moved to Priority 1. Councilor Freeman believes the reduction of services for public safety is going to get worse. He also believes the additional officers are a priority. Councilor Francis does not disagree, although he believes a long-term plan needs to be presented by the IFPD before the grant is accepted. Councilor Freeman believes forgone may need to be used to fund the officers long term. Mayor Casper noted the statutory 3% adds to the base which will increase each year that could assist with any officer salary. Councilor Hally believes growth and the need is increasing, he believes the number one need is security. Councilor Radford stated growth can't pay for growth because of the state legislators' decision. Mayor Casper indicated Capital, which amount to approximately \$567,000, would be available to be allocated in the following year if financed by the 3% statutory. Councilor Hally believes the anticipated revenue should be increased by \$200,000. Mayor Casper indicated final decisions could be made following the approval of the not-to-exceed budget at the July 29 City Council Meeting. Councilor Burtenshaw agreed stating there is an 8% cap. Council President Dingman requested to consider the 1% forgone, in the amount of \$383,000, for a public safety package. Mr. Hagedorn stated the statutory 3% must be taken if the Council is going to take 1% forgone. Per Mayor Casper, Chief Nelson stated fire requests are all one-time costs with the exception of a small software maintenance cost that could be covered internally. The COPS Grant could be included into the forgone public safety package, although a study would still be needed. Mr. Hagedorn noted a portion of the COPS Grant has an offsetting revenue. Councilor Radford believes there needs to be capacity for growth as options are decreasing each year. He prefers the General Fund capacity to be at 18%. Discussion followed including the roadway repairs for P&R, the Information Technology (IT) Business Analyst position (which could be mid-year), and the general buildings professional services (which has been reduced by \$50,000). Mayor Casper questioned the 10% value of new construction (that was reduced from 100% to 90%). Mr. Hagedorn stated he is unsure although he indicated this amount is not the same each year as it compounds. He also indicated he would present this years' amount once numbers are received from the county. Due to the approximate \$650,000 in capacity, additional discussion followed

July 26, 2021 Budget Session/Work Session - Unapproved

including range improvements for the IFPD (moved to Priority 1 pending other law enforcement agencies participation), requested lighting for P&R (this is for general safety and maintenance, it was noted Freeman Park has no lighting), a fund to allow land/property acquisition, a building replacement fund, and the reserve account.

Mr. Hagedorn reviewed the four (4) city funds:

	2021/22 (Proposed Budget) Expenditure	2021/22 (Proposed Budget) Revenue	2021/22 Budget Requests
General Fund	\$52,618,810	\$51,166,101	\$1,927,419
Governmental Funds	\$60,985,495	\$31,747,096	\$201,896
Capital Improvement Funds (CIF)	\$35,420,000	\$34,712,396	-
Enterprise Funds	\$144,768,633	\$114,095,237	-

He stated the Governmental Funds decrease is due to a reduction in contingency (\$10M ARPA, \$3M encumbrances, \$12M unanticipated revenue), CIF increase is due to the Law Enforcement Complex (LEC), and Enterprise Funds increased approximately \$2M. He also stated the overall budget is increasing from \$280,730,474 in 2020/21 to a not-to exceed amount of \$293,792,938, which will decrease based on future discussions. This is not based on the General Fund, this is based on the city as a whole. Brief comments followed regarding the contingency. Per Councilor Francis, Mr. Hagedorn confirmed the city could take 8% on taxes and still take additional 1% forgone. He is unsure if the growth or the statutory level comes first. Mayor Casper stated additional discussion(s) will occur following the tentative approval of the budget.

Discussion: Fire Station Acquisition:

Chief Nelson stated the IFFD continues to see expedient growth in the community. He reviewed current locations of Fire Stations stating Stations 1, 3, 4, and 5 are city-owned, Station 2 is owned by the Bonneville County Fire Protection District which is leased by the IFFD for providing fire protection into the county. He also reviewed the current operating model including travel time of four (4) minutes and eight (8) minutes. He noted this information is provided by Emergency Services Consulting International (ESCI). Chief Nelson stated emergency responses are broken out by alarm time, turnout time, and travel time (based on equipment). He also stated the new standard set in 2019 indicates 5-5½ minutes for Emergency Medical Services (EMS) calls and 6½ minutes for fire response calls. Chief Nelson stated the IFFD wants to work toward the national standard although there are geographical issues within the city including the interstate, multiple railroad crossings, the Snake River, and the canal system with multiple bridges. He indicated the IFFD uses a 5-minute travel time, however, there are two (2) areas that are lacking the 5-minute response time, specifically south of town and north of town. Chief Nelson stated Station 4 (which is the busiest station in town) covers a very large span of area which has a 16½% increase over the previous year. He also stated there have been 3,108 calls from Station 4 year to date. The area includes the commercial corridor, assisted living, and the medical facilities. Chief Nelson reviewed Station 7 at 370 E. 65th S. which was constructed in 2013 with living quarters added in 2017. The facility is currently being used for apparatus and equipment storage and is currently unstaffed. The facility also has a total of 8,585 sq. ft. (4,000 sq. ft. living quarters/4,584 sq. ft. apparatus bays), is positioned on 1.12 acres, has a fenced perimeter, and is currently on an independent well and septic system. Chief Nelson stated 65th S. is scheduled for infrastructure re-build in the upcoming years which would include a cost to switch these services, and the station would also need dispatching software. He noted the facility currently has an exhaust system for the bays and the two (2) bathrooms would be unisex. Chief Nelson reviewed the areas that would be serviced within the 5-minute response time. He stated the station would operate with current staff, there would be no new hires at this time. Chief Nelson indicated the Fire District is proposing a purchase price of \$1,150,000 for this facility. He noted there has not been an official appraisal on the property. However, per discussions with other consultants, Chief Nelson believes this amount is not over excessive. He is requesting to purchase this property from the Fire District. He stated money is available in reserve for an immediate

July 26, 2021 Budget Session/Work Session - Unapproved

purchase although he indicated the Fire District would agree to a potential 2-year purchase. Director Alexander stated the reserve is currently at \$1.7M. Councilor Radford questioned the reserves. Mr. Hagedorn stated revenues exceeded expenditures in the previous year, there were salary savings, and savings due to COVID. Per Councilor Burtenshaw, Mr. Hagedorn confirmed this would not affect this year's contingency. Brief general comments followed. This item will be included on a future City Council Meeting agenda.

Community Development Block Grant (CDBG) Requests Review:

Director Cramer stated the public hearing and the 30-day comment period has occurred for CDBG. Approval by resolution will include the 5-year plan, the Annual Action Plan (AAP), and the Analysis of Impediments to Fair Housing. Ms. Farris noted these plans are included on the city's website, including the 127 comments that were received. Director Cramer believes Ms. Farris has ensured the proper requests are funded per the United States Department of Housing and Urban Development (HUD). Ms. Farris stated the recommended activities/projects were based on the seven (7) priorities needs that were identified (Low to Moderate Income (LMI) Housing/Affordable and Accessible Housing Options, Fair Housing Activities, Services for Special Needs Populations, Public Facility Improvements, Infrastructure Improvements, Job Creation, and Downtown Revitalization), selection criteria (meets 1 of 3 HUD national objectives: benefit LMI clients, prevent/eliminate conditions of slum/blight, meet an urgent need; meets HUD eligible activity criteria; addresses 1 of 4 HUD priorities: Housing Development, Community Development, Economic Development, Public Service; meets the goals of city's 2021-2025 CDBG Five Year Consolidated Plan; must be Council approved/Resolution for the PY2021 CDBG Annual Action Plan; and HUD has the final approval of the PY2021 CDBG Annual Action Plan), cost burden, and projects/activities that support HUD goals. She also stated she made a slight comparison to 2016 and 2020 consolidated plan priorities, noting housing and transportation always seem to appear. She then reviewed the following requests with general discussion throughout:

Program Year (PY) 2021 CDBG Applicant	Activity/Project Description	Amount Requested	Recommended
<i>Public Service</i>	<i>15% Max Allowed or \$65,799.3</i>		
Idaho Legal Aid/Idaho Falls	Legal Aid to victims of domestic violence.	\$15,000	\$12,000 (3)
CLUB, Inc. Crisis Intervention	Supportive Case Management for homeless at scattered site locations.	\$5,000	\$5000 (1,3)
Behavioral Health Crisis Center of East Idaho	Support in providing medical/treatment for those suffering from substance abuse. Medical professional wages: \$27,000. Treatment costs: \$2,000.00.	\$29,000	\$22,000 (3,6)
Eastern Idaho Community Action Partners (EICAP)	Legal aid - Grandparents Raising Grandchildren or other blood relatives.	\$6,000	\$0 not a high priority
Idaho Falls Power	Utility bill assistance for LMI clients (census tracts 9707, 9711, 9712).	\$6000	\$0 2020 funds not used
College of East Idaho (CEI)	Childcare vouchers to assist up to (8) LMI students with childcare 21-22 academic year.	\$5000	\$5000 (3) anti-poverty need
USDA Summer Food Service Program/New Day Lutheran	Assist with increased food costs for summer food program K-18 LMI in (3) census tracts.	\$5000	\$5000 (3)

July 26, 2021 Budget Session/Work Session - Unapproved

Trinity United Methodist Church Homeless Day Shelter	Case management intake/assessment, supplies/facility cleaning, and door tender.	\$17,603	\$9900 (3,6) Supplies, door greeter/cleaner
Domestic Violence & Sexual Assault Center (DVSAC)	Meal/water for children arriving at center and participating in a Forensic Interview/Medical Exam through DVSAC Child Protective Services.	\$5140.00	\$5000 (3)
Promise Ridge Emergency Family Shelter/Idaho Falls	One full time on-site individual to ensure security of clients/shelter for (1) year.	\$13,500	\$9,000 (3,6)
Community Food Basket Idaho Falls (CFBIF)	Permanent signage for warehouse. (2) snow blowers (warehouse/patron distribution center).	\$13,117.94	\$0 Not a high priority
<i>Slum/Blight by Area</i>	<i>30% Max allowed or \$131,598.6</i>		
Idaho Falls Downtown Development Corp. (IFDDC)	Façade Improvement Program and \$1000 for graffiti/vandalism repairs.	\$65,000	\$35,000 (6,7)
<i>LMI or Low Moderate Income</i>	<i>70% Minimum or \$247,549.4</i>		
City Public Works Dept. Curb/Gutter/Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision (Phase 3 of 5).	\$125,000	\$125,000 (4,1)
Idaho Falls Sr. Citizen Community Center	Clean and sealcoat asphalt parking lot.	\$14,796	\$0 Not a high priority
Habitat for Humanity Idaho Falls (H4HIF) Location	New construction of a triplex. Provide (3) LMI homeownership opportunities at Elmore Ave.	\$100,000	\$40,000 (1)
Development Workshop, Inc. Idaho Falls	Exterior rehab to north side of building to correct sidewalk slope and front parking area and redirect water away from the building (est. \$78,387). Rehab to interior/exterior for damage caused by water and leaks (est. \$135,040).	\$213,427	\$78,030 (4,3)
Conéctate Grassroots Liaison Idaho Falls	Provide single place for Public Service Announcements in Idaho Falls for Spanish and English-speaking communities. Assist underserved LMI in accessing reliable resources and referrals. Breakdown of request: \$12,000/Office Space; \$1000/video streaming software; \$3000/fuel/travel; \$4800/hotel/travel; \$1000/Liability ins; \$5000/marketing; \$8000/graphic design/video production/social media content; \$10,000 professional equip; \$12,000/annual event; \$3000/other events/networking groups; \$5000/website completion.	\$64,000	\$0 Several capital funds items listed are not HUD/CDBG eligible. Request is not a high priority.
Administration/CDBG Community Development Services/Planning Dept	20% of 2021 allocation (\$438,662) for salary, benefits, supplies, training, travel.	\$87,732.4	\$87,732.4
	<i>Total Amount Requested + Admin</i>	<i>\$790,316.34</i>	

Per Mayor Casper, Ms. Farris noted unspent money can be spent, and it could be re-directed. She also noted there are at least 13 projects to manage. Mayor Casper stated HFHIF was approved for a \$3M federal grant (contingent

July 26, 2021 Budget Session/Work Session - Unapproved

upon a budget passed by Congress), Ms. Farris indicated this grant was taken into consideration for HFHIF. Also per Mayor Casper, Ms. Farris confirmed Conéctate Grassroots Liaison did not meet the HUD criteria. She indicated their services are provided within the community through other service provider agencies, such as EICAP. Brief comments followed regarding Highland Park curb and gutter project and the Sr. Citizen Community Center parking lot. Ms. Farris noted slight changes have been made to the Analysis of Impediments to Fair Housing since their presentation (at the June 10 City Council Meeting). She reviewed the approval process, stating this exercise must occur every five (5) years as the plan drives the funds for the next five (5) years. She noted the city is currently in year one (1) of the plan based on the identified priorities. She also noted HUD could amend the plan if the city is not meeting the criteria. This item will be included on the July 29 City Council Meeting agenda.

There being no further business, the meeting adjourned at 5:35 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, July 29, 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 Fire Chief Duane Nelson to lead those present in the Pledge of Allegiance.

3. Public Comment.

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Jeff McCullough, on behalf of the Idaho Falls Motocross Association and motocross enthusiasts in the region, and city resident, appeared. Mr. McCullough stated he wants to reemphasize the need for the (motocross) track as a constructive and productive outlet for families as he believes this is a very family-oriented sport. He indicated the competitors all take care of each other and he believes this is an opportunity to interact with the community in a safe and conducive way. Mr. McCullough stated motocross kept him out of trouble while growing up. He reiterated the need for motocross at Noise Park/Idaho Falls Raceway and requested this item be considered in the budget. He requested \$60,000 be allocated to the Parks and Recreation (P&R) Department in hopes of reopening the race park. He indicated this would allow the opportunity to show the local community and business owners the financial benefits of individuals from other areas and to take advantage of resources that could be provided.

Bob Nitschke, long-term city resident, appeared. Mr. Nitschke stated he sent an email to several city officials regarding illegal fireworks in the community. He believes this is a significant concern to citizens as this is a health and safety issue, it's a fire safety issue, it's a quality of life issue, and it's an animal welfare issue. He indicated these fireworks occur for approximately a month around the 4th of July. Mr. Nitschke believes the Fire Chief and Fire Marshall are doing a good job regulating inside the city. He also believes a lot of people would support an alleviation of this extended period of illegal use of fireworks in the city.

4. Consent Agenda.

A. Public Works

- 1) Minutes from the Annual Public Works Department Utility Meeting
June 30, 2021 Annual Public Works Department Utility Meeting

B. Municipal Services

- 1) Purchase of Meter Inventory for Idaho Falls Power
This request is to purchase meter inventory for the Idaho Falls Power warehouse.
- 2) Minutes from Council Meetings
July 6, 2021 City Council Work Session; July 8, 2021 City Council Meeting; July 12, 2021 City Council Budget Session; July 15, 2021 City Council Budget Session; July 19, 2021 City Council Budget Session; and July 20, 2021 City Council Budget Session.
- 3) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Councilor Burtenshaw, seconded by Councilor Radford, to accept the items on the Consent Agenda. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

5. Regular Agenda.

A. Municipal Services

- 1) Tentative Approval of the 2021/22 Fiscal Year Budget
Pursuant to Idaho Code §50-1002, authorization is requested to publish the Notice of Public Hearing of the 2021/22 fiscal year budget with publication dates set for August 1, 2021 and August 8, 2021. The Public Hearing is scheduled for 7:30 pm, Thursday, August 12, 2021 in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Mayor Casper stated this simple motion represents numerous hours of work by many individuals. She also stated the budget amount cannot exceed this number. Municipal Services Director Pamela Alexander appeared. She stated the budget process began the first part of April and have included several meetings and presentations. She reiterated the budget cannot go higher than the approved amount.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to tentatively approve the 2021/22 fiscal year budget and give approval to publish the Notice of Public Hearing of the 2021/22 fiscal year budget for a not-to-exceed amount of \$295,496,132 with publication dates set for Sunday, August 1, 2021 and Sunday, August 8, 2021 with the Public Hearing scheduled for Thursday, August 12, 2021. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

B. Parks & Recreation**1)** An ordinance of the City of Idaho Falls, amending City Code Section 8-3-5.

This ordinance revision would amend City Code Section 8-3-5 to add Funland at the Zoo to be included in the list of City regulated spaces where alcohol may be sold, dispensed and consumed and would further encourage the public to utilize Funland at the Zoo as a location for fundraisers and community gatherings. Once approved, this location would be included along with the following permit able locations: The Pier at Snake River Landing, Civitan Plaza, Sportsman's Park, Idaho Falls Zoo, Tautphaus Park Multi-Use Shelter, Skyline Activity Center, the public plaza located at 330 Memorial Drive, Melaleuca Field, the Idaho Falls Public Library, a closed public street (provided the City Police Chief has approved the street closure), Sandy Downs and Noise Park.

P&R Director PJ Holm appeared. Director Holm stated only beer and wine will be allowed for this facility only during permitted events. Councilor Francis noted this item was discussed at a previous (June 28, 2021) Council Work Session.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that Council approve the ordinance amending City Code Section 8-3-5 to add Funland at the Zoo to be included in the list of City-regulated spaces where beer and wine may be sold, dispensed and consumed during permitted events, under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

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

ORDINANCE NO. 3396

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 8-3-5 TO ADD FUNLAND AMUSEMENT PARK TO BE INCLUDED IN THE LIST OF CITY-REGULATED SPACES WHERE ALCOHOL MAY BE SOLD, DISPENSED, AND CONSUMED, AS REGULATED BY THE CITY'S ORDINANCES AND STATE LAWS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

C. Idaho Falls Power**1)** IFP 21-033 Lower Plant Runner Hub Rebuild

Idaho Falls Power (IFP) solicited bids from qualified contractors to rebuild the runner hub at the Lower Plant. After identifying the lowest bidder, the city received a bid protest claiming the identified low bidder was unresponsive because they failed to acknowledge Addendum #2 in the bidding documents. After reviewing the bid protest, IFP and City Legal Services recommend that the city reject all bids, clarify the language in the bidding contract documents and put the project out to rebid, pursuant to the procedures identified in Idaho Code § 67-2805(b)(xi).

Idaho Falls Power (IFP) Director Bear Prairie appeared. Director Prairie stated the addendum item with the lowest bidder was a clerical issue. He also stated the lowest bidder acknowledged the price did not change, therefore, IFP was intending to proceed with the project prior to receiving the bid protest. Director Prairie noted there was a substantial price difference between the lowest two (2) bidders. Per Mayor Casper, Director Prairie stated the project will be completed within an acceptable timeframe.

It was moved by Councilor Radford, seconded by Councilor Freeman, to reject all bids presented with bid number IFP 21-033 Lower Plant Runner Hub Rebuild and rebid the project. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

2) IF20-16, Additional Spending Request for Fiber Optic Cable Installation Services

City Council approved Wheeler Electric, Inc.'s original contract to provide residential fiber optic cable installation services for an amount of \$400,000.00 on April 23, 2020 and later approved and extension of their contract for \$200,000.00 on June 24, 2021. Due to the popularity and high demand for fiber, ongoing work is still required to complete this phase of the project and IFF is not aware of additional contractors interested in the work to terminate the fiber connection and optical network transmitter inside customer's homes. To prevent customer connection delays, IFF is requesting an additional extension of Wheeler's contract and spending authority to continue connecting new customers that sign up for fiber service. IFF plans to re-bid this work upon the completion of the current fiscal year 2021.

Director Prairie stated IFP is completing the bid spec which is expected to be released in the near future to allow the opportunity for other companies to participate in this work. Councilor Radford believes Idaho Falls Fiber has made a meaningful difference during the Coronavirus (COVID-19) pandemic with the ability to have these resources. He also believes fiber will benefit IFP with future needs.

It was moved by Councilor Radford, seconded by Councilor Freeman, to authorize to extend Wheeler Electric, Inc.'s original contract for a not-to-exceed amount of \$150,000. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

D. Police Department

1) Police Personnel Manual Updates

The Employees and Management of the Idaho Falls Police Department met and made several suggestions for updates to the Police Personnel Manual (PPM). Many of those recommended updates were taken to Council on May 24. The Council made some changes in language and approved a tentative update to the PPM. As required, that update went out to all Police Department employees for review and comment for 30 days. To our knowledge, there have been no comments made regarding the proposed update. The 30-day review/comment period has now passed and the Council may now approve the updates to the PPM.

Police Chief Bryce Johnson appeared. Chief Johnson stated the suggested updates designates holidays on the 4th of July and Christmas, it updates the career path program to include dispatch, it includes language for employee association business, and it contains some housekeeping items. Chief Johnson also stated he received several positive verbal comments. Councilor Francis believes the career path is important to dispatch. Council President Dingman noted the Council thoroughly discussed this item. She also noted this is a living document and will be reviewed as needed.

It was moved by Councilor Francis, seconded by Councilor Freeman, that Council approve the resolution updating the Police Personnel Manual. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE IDAHO FALLS POLICE DEPARTMENT PERSONNEL MANUAL (JULY 2021); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

E. City Attorney

1) Ordinance Adjusting Sister Cities Advisory Committee language

The proposed Ordinance adds to Title 2, Chapter 14, language explicitly authorizing the Mayor, with the consent of the Council, to appoint Sister Cities Advisory Committee members, so that the Ordinance is clear.

Mr. Fife appeared. Mr. Fife stated a phrase was inadvertently omitted from this ordinance and will be added for consistency purposes.

It was moved by Councilor Hally, seconded by Councilor Francis, to approve the ordinance adjusting Sister Cities Advisory Committee language to authorize the Mayor, with the consent of the Council, to appoint committee members under a suspension of the rules requiring three complete and separate readings and direct that it be read by title and published by summary. 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. 3397

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AUTHORIZING THE MAYOR, WITH CONSENT OF THE COUNCIL, TO APPOINT SISTER CITIES ADVISORY COMMITTEE MEMBERS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

F. Community Development Services

1) Resolution Approving the CDBG 2021-2025 2021 Annual Action Plan and Five-Year Consolidated Plan

For your consideration is a resolution approving the CDBG 2021-2025 2021 Annual Action Plan (AAP) and the Five-Year Consolidated Plan, which includes the Analysis of Impediments to Fair Housing (AOI). These plans are required for the City to continue to receive funding for the CDBG program. The AAP and AOI are parts of the 5-Year Consolidated Plan, which is why there is only a single resolution. The plans set goals and priorities for how to allocate future CDBG funds received from the Department of Housing and Urban Development (HUD). The funds are intended to assist low-moderate income areas and programs including addressing housing issues, removing slum and blight, promoting economic development, and improving accessibility. The 5-Year Consolidated Plan and AOI were prepared by Western Economic Services and the AAP was prepared by Lisa Farris. All appropriate and required community engagement, public hearings, and comment periods have been conducted and the plans are now ready for Council approval so they can be sent to regional HUD offices. Any questions regarding the plans should be addressed to Lisa Farris.

Grants Administrator Lisa Farris appeared. Ms. Farris stated this process began in April. She also stated a consultant has assisted with a portion of the plans. She noted the public hearing occurred on June 10, followed by a 30-day public comment, and all recommended activities were reviewed at the July 26 Council Work Session. Ms. Farris indicated there was a slight change in public service activity amounts, although this error did not change the final amount. Per Councilor Hally, Ms. Farris stated eight (8) public service activities were slightly reduced, which amounted to just over \$7,100.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the Resolution approving the CDBG 2021-2025 2021 Annual Action Plan and Five-Year Consolidated Plan. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, FISCAL YEAR 2021 CDBG ANNUAL ACTION PLAN AND FISCAL YEARS 2021-2025 CDBG FIVE-YEAR CONSOLIDATED PLAN.

2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division 15, First Amended.

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing Division 15, First Amended. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

There was no discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for

Snake River Landing Division 15, First Amended, 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 Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. 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 Snake River Landing Division 15, First Amended and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, L&S Subdivision Division 1.

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for L&S Subdivision Division 1. The Planning and Zoning Commission considered this item at its July 21, 2020, meeting and recommended approval by a unanimous vote with the stipulation that no connection be made to Duchess Drive. Staff concurs with this recommendation.

Community Development Services Assistant Planning Director Kerry Beutler appeared. Councilor Francis noted most plats have two (2) entry ways/access points, and this plat only has one (1). Mr. Beutler stated a secondary access is generally determined on the type of use of the property although the type of use is not always known during the platting process. He noted it is not uncommon for a commercial plat to have a single point of access, however, a single point of access may restrict a future use. Mr. Beutler indicated the one (1) access to Lincoln Road is sufficient for the intended use. Councilor Hally stated Lincoln Road is becoming more heavily used, he indicated there should not be too many access points. Mr. Beutler stated 660' of spacing is allowed on arterial roads. He noted there is adequate spacing to the west and the east of this property.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for L&S Subdivision Division 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 Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. 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 L&S Subdivision Division 1 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

4) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Bowen Addition Division 3, First Amended.

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Bowen Addition Division 3, First Amended. The Planning and Zoning Commission considered this item at its April 20, 2021 meeting and recommended approval by a unanimous

vote. Staff concurs with this recommendation.

There was no discussion.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Bowen Addition Division 3, First Amended, 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 Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. 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 Bowen Addition Division 3, First Amended and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

- 5) 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: 7.243 acres, NW ¼ NW ¼ SW ¼ of Section 6, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R1 and Airport Overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 7.243 acres, NW ¼ NW ¼ SW ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its February 16, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Ryan Loftus, Aspen Engineering and representing David Koon, appeared. Mr. Loftus stated the proposal is for development of 4.2 acres to be annexed, however, in order to make that property contiguous and to obtain the appropriate right-of way (ROW), the proposed area becomes 7.2 acres. He also stated this property is located on the east side of 5th West, including the north and south parts of the property. Per Councilor Freeman, Mr. Loftus reiterated the ROW connection must be annexed to make this property contiguous. Councilor Freeman believed the ROW was for Sage Lakes Golf Course. Mr. Loftus believes this is an additional ROW on the east side of the previous annexation. Mr. Beutler clarified the ROW cannot solely be used to make the property contiguous, however, he indicated the city can annex across the ROWs. He noted there is city property immediately across the street as well as a touching corner on the east end that would make this property contiguous. He stated the ROW for 5th W. was requested to be included with the annexation and once annexation occurs on both sides of the road the city will then annex the road. This will allow the city to have jurisdiction over the road to make road improvements to be city standards to address the traffic concerns. Per Mayor Casper, Mr. Beutler confirmed jurisdiction of the road will occur with this annexation. He indicated Sage Lakes was not annexed just by ROW, it was also

annexed through private property. Mr. Loftus stated this will add additional ROW across the frontage of the property. Per Councilor Francis, Mr. Beutler stated the entire section of the road will be annexed.

Mayor Casper requested staff presentation.

Mr. Beutler appeared. He presented the following:

Slide 1 - Property under consideration

Mr. Beutler reiterated there are four (4) acres of private property and the remaining acreage is for the ROW. He noted the acreage will be the same with the annexation and the initial zoning as zoning is provided to the ROW as similar to private property.

Slide 2 - Comprehensive Plan Future Land Use Map

Mr. Beutler identified the Estate designation which is intended to recognize existing county subdivisions and larger lot development that has occurred in the county. He stated this was meant to transition as properties come into the city. He noted the requested R1 is a lower-density zone and would be consistent with the Comp Plan.

Slide 3 - Aerial photo of property under consideration

Mr. Beutler stated this area was utilizing two (2) strips of ground that could be developed and considered contiguous at the time. He also stated this will complete the jurisdictional annexation for most of 5th West although there are still some gaps on the southern end. He indicated there are current annexation applications for those parcels which will allow improvements for traffic.

Slide 4 - Airport Overlay Zone

Mr. Beutler stated this area is outside of the area that would restrict any uses although the Airport Overlay Zone must be included due to the location.

Mayor Casper requested any public comment. No one appeared. Mayor Casper closed the public hearing.

Councilor Radford believes this section in the community is growing and he is hopeful to have a corridor for many opportunities. Councilor Francis stated he is anxious to get N. 5th West into the city as a well cared for arterial. Councilor Freeman stated he has received several complaints regarding this road. He indicated this is the first step to get the road fixed.

It was moved by Councilor Radford, seconded by Councilor Francis, to approve the ordinance annexing 7.243 acres, NW ¼ NW ¼ SW ¼ of Section 6, Township 2 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 Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

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

ORDINANCE NO. 3398

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE

STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 7.243 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 as previously described 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.

- 6) 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: 7.243 acres, in the NW1/4 NW1/4 SW1/4 of Section 6, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1 and Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 7.243 acres, in the NW1/4 NW1/4 SW1/4 of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its February 16, 2021 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Councilor Francis noted staff caught an error with the Initial Zoning ordinance, the correct version will be read into the record.

It was moved by Councilor Radford, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Estate" and approve the Ordinance establishing the initial zoning for R1 and the appropriate Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3399

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 7.243 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1 ZONE AND AIRPORT OVERLAY ZONE; 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 Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents. The motion carried

by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

7) Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor PUD.

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor PUD. The Planning and Zoning Commission considered this item at its January 5, 2021, meeting and recommended approval with the stipulation that the developer fence the south property line along Pancheri and move the amenity to the north portion of the retention pond. Voting was split 5 in favor and 1 opposed. Staff concurs with this recommendation.

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

Barry Bane, Connect Engineering, appeared. Mr. Bane stated this PUD is just off the corner of Skyline and Pancheri. He also stated the property is 1½ acres, which is typically smaller than the PUD requirement of two (2) acres.

Slide 3 - Site Plan

Slide 4 - Elevation View

Mr. Bane stated the PUD will include 22 single-family attached dwellings. He indicated the plat will be presented in the near future, however these will be platted individually and sold individually. He also indicated the Homeowner's Association (HOA) will take care of the common space; the common space exceeds the 25% requirement for a PUD; and within the common space is a storm pond. The storm pond has been designed as a tiered system for a playground area that won't see water 90-99% of the time, and a French drain will be installed in the bottom of the storm pond as there is preference for the area to be as useful as possible. Mr. Bane stated requested variances include set back requirements on the north end, the east side, and the south side. He also stated there are 72 proposed parking spaces, including a one-car garage, two (2) parking pads in the front, and additional parking stalls north of the park area. Mr. Bane indicated the PUD is zoned R3 which allows up to 35 units per acre, the proposal is just over 14 units per acre, and the requested variances are per use of the land. Mr. Bane noted the Planning and Zoning Commission (P&Z) recommended a fence along the south side along Pancheri. He stated the client is open to a fence or adding more trees or shrubs if that look is more desirable than a fence.

Mayor Casper requested staff presentation.

Mr. Beutler appeared. He presented the following:

Slide 1 - Property under consideration

Mr. Beutler stated the property is currently zoned R3A, and two (2) arterial streets meet at the intersection.

Slide 2 -Aerial photo of property under consideration

Mr. Beutler identified the area. He stated the property previously had some structures with a

portion of the property being vacant.

Slide 5 - Photos looking north across property, before and after

Mr. Beutler stated the residential structures have been demolished, the property is currently vacant.

Slide 3 - Site Plan

Mr. Beutler stated the original site layout showed a linear detention pond that ran along the western edge of the property and the playground was closer to the roadway. He indicated P&Z had safety concerns with children in that vicinity, since that time the applicant has redesigned and moved the playground area to the far northern end and the storm pond was widened to include that whole area. There is also a widened landscaped area that's included in part of the ROW as there are pathways along Pancheri. Due to these changes, Mr. Beutler stated there's a fair amount of distance between the playground and storm pond and Pancheri and the fence is no longer a safety issue, it's more of an aesthetic issue. He noted the current fencing along Pancheri is mixed heights and materials. Mr. Beutler mentioned the proposed PUD includes an 8' pathway through the development to connect to the 12' pathway along Pancheri, this was deliberate to make a pathway connection to the local schools as well as connection to the River Walk. He stated this is one of the reasons the PUD is slightly less than the two (2) acres as a smaller PUD can be approved if it includes redevelopment. Per the setback discussion, Mr. Beutler stated there is a widened landscape strip on the south end, therefore staff believed the variance was appropriate, and there is a mix of housing styles and types in the area and the 10' setback is somewhat consistent with the neighborhood. Per Mayor Casper, Mr. Beutler stated the compactness of the units on the property can be more challenging. He indicated this property is a larger piece for infill although it does have an odd shape and was somewhat difficult for a layout that made sense. Also per Mayor Casper, Mr. Beutler stated the ROW is wider in some of the area to allow a dedicated right-turn lane onto Skyline Drive. Councilor Freeman questioned the end of the street with regard to turn around for public safety. Mr. Beutler stated the street to the north is within the Fire Department parameters to back up a truck. He also stated the Fire Department has reviewed and is comfortable with the layout. Mr. Beutler indicated staff requested the private road be extended to the western boundary of the property as the property to the west is vacant and will allow connectivity to this development for internal circulation. Per Councilor Burtenshaw, Mr. Beutler stated the tandem parking variance is incorrect. He explained tandem parking is two (2) vehicles parked behind each other. He noted this is not counted in most of the city as it can be problematic. However, in this case, the garage is considered a parking space, the adjacent parking pad is considered a parking space, and the driveway behind the garage could be counted as a potential third space, along with the additional six (6) spaces, which exceed the parking. Mr. Beutler noted there are only 50 parking spaces shown, not the 72 spaces as mentioned, and only 44 parking spaces are required. He also noted this is not a variable item. Per Councilor Francis, Mr. Bane confirmed all the buildings are two-story. Per the height, Mr. Beutler clarified the code section in the table is not entirely complete. He stated the PUD was applied for in November and the subdivision plat, as individually platted, was applied for after that time. He indicated if the units were on one (1) single piece of property they would be considered a multi-unit development. However, because the property is going to be subdivided as separate units, the

units will be considered attached single-family and the additional height standard would not apply. Mr. Beutler stated the code refers to building height as ground level to the top of the plane wall. He noted each floor is 8' in height, per the zoning code perspective the building is 16' while the overall height is taller. Per Councilor Francis, Mr. Beutler stated if the land to the west doesn't develop there could be two (2) dead end streets although he confirmed it meets the Fire Department standards. He also stated development is unknown at this time, although staff believes it will be developed. Per Councilor Francis, Mr. Bane confirmed the HOA will maintain the storm pond and playground area. He noted discussions are occurring with this land owner and the land owner to the west. He also noted the ROW was not given up per discussion with city staff. He clarified the parking meets the requirements.

Mayor Casper requested public comment.

Tamara Flores, resident on the corner of Skyline Drive and Pancheri, appeared. Ms. Flores indicated not all of the west side of this property is vacant. Mr. Beutler confirmed only the parcel to the west of the driveway is vacant.

AJ Harris, Real Equity Investments Construction, appeared. Mr. Harris stated he is pleased to be working the developer to develop something that will contribute to the city in this infill area.

Mayor Casper closed the public hearing.

Councilor Freeman commended the developer and the applicant for their adjustments following the P&Z public hearing. He stated he is excited to see development in this infill and he believes this will match the surrounding apartments in the adjacent area. Councilor Francis originally believed there would be two (2) risky variances, however he believes the procedure is working. He stated he will support the PUD. Councilor Burtenshaw questioned the fence versus landscaping. Per Mayor Casper, Mr. Beutler stated this is not required per the zoning ordinance although the Council could decide if it's important. Councilor Burtenshaw prefers fencing and landscaping although she would concur with P&Z for a fence along the southern end. Councilor Radford requested clarification of the fence location, stating he would be more in favor of trees. Mr. Beutler clarified the fence was for safety concern along the playground area. He believes a fence from the south side of the building to the western property line would address the safety concerns by the P&Z. He also recommended, if desired, the Council be specific for the height of fence. Council President Dingman believes, per the P&Z minutes, the safety concern was addressed when the playground was flipped with the storm pond. Mr. Beutler agreed. Councilor Freeman stated he has no desire to tell the developer to build a fence. Councilor Hally concurred. Councilor Francis questioned if the right-turn lane would be lengthened along the ROW. Mr. Beutler stated he is unsure, that would be a Public Works decision although he believes this could be extended if needed without adjustments to the landscaping or pathway.

Per Mr. Fife's recommendation, it was moved by Councilor Burtenshaw, seconded by Councilor Francis to re-open the public hearing. Motion carried unanimously by voice vote. Mayor Casper re-opened the public hearing.

Mr. Bane reappeared. He stated the additional ROW was given up to the city on the initial application, however, per discussion with the city surveyor and city engineer, the city does not want any more ROW. He also stated he does not see any expansion of the right-turn lane. Mr. Beutler identified the taper of the right-turn lane stating the pathway could be moved to the north of the ROW and not impede on the private property. Mr. Bane also stated trees are required and will be included along the city street.

Mayor Casper re-closed the public hearing.

Councilor Francis stated he would support a 3' fence for safety. Mayor Casper believes the requirement of a fence can be tough on the developer.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Planned Unit Development for Skyline Manor PUD as presented. 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 approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Skyline Manor PUD and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

6. Announcements.

Councilor Hally recommended individuals pay attention to the Centers for Disease Control and Prevention (CDC) regarding COVID. Mayor Casper stated it is very difficult to govern a divided community regarding masks, it's difficult to watch businesses, and it's difficult to watch schools struggle. She believes the best way to avoid the divisiveness and difficulty is to be vaccinated. She also stated many rumors can be disproved by talking with trusted medical professionals. She pleaded that individuals get vaccinated. Mayor Casper announced July 30, Bat Night at the Zoo; August 3, National Night Out sponsored by the Idaho Falls Police Department; August 3-6, Bonneville County Fair; August 4, War Bonnet Round Up Rodeo kick-off; August 5-7, War Bonnet Round Up Rodeo; August 11, City Club featuring Congressman Mike Simpson, and city employee picnic; and August 12, ribbon cutting for the canal trail system, City Council Meeting, and Ocean to Idaho film premier.

7. Adjournment.

There being no further business, the meeting adjourned at 9:17 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-213

City Council Meeting

FROM: Pam Alexander, Municipal Services Department
DATE: Tuesday, August 3, 2021
DEPARTMENT: Municipal Services

Subject

Public Hearing for the Tentative 2021/22 Fiscal Year Budget

Council Action Desired

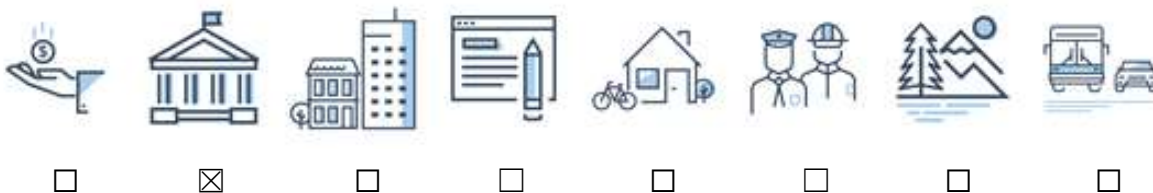
- ☐ Ordinance
 ☐ Resolution
 ☒ Public Hearing
 ☐ Other Action (Approval, Authorization, Ratification, etc.)

Municipal Services respectfully requests the Mayor and Council conduct a public hearing for the 2021/22 fiscal year budget. The Public Hearing has been scheduled for Thursday, August 12, 2021, at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Description, Background Information & Purpose

Pursuant to Idaho Code §50-1002, the Notice of Public Hearings for the 2021/22 fiscal year budget was published on Sunday, August 1, 2021, and Sunday, August 8, 2021.

Alignment with City & Department Planning Objectives



Public hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination

All city departments have participated in the 2021/22 fiscal year budget process.

Fiscal Impact

The tentative approval of the 2021/22 fiscal year budget on Thursday, July 29, 2021 for \$295,496,132 set the maximum level of total expenditures that cannot be exceeded in the appropriations ordinance.

Legal Review

Legal concurs this action is within the parameters of Idaho Code §50-1002.

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR FISCAL YEAR 2021-2022
CITY OF IDAHO FALLS, IDAHO

A public hearing pursuant to Idaho Code section 50-1002, will be held for consideration of the proposed budget for the fiscal year from October 1, 2021 to September 30, 2022. The hearing will be held at the City of Idaho Falls Council Chambers, in the City Annex Building, located at 680 Park Avenue, Idaho Falls, Idaho at 7:30 p.m. on Thursday, August 12, 2021. All interested persons are invited to appear and provide comments regarding the proposed budget. Copies of the proposed budget are available at the Idaho Falls City Controller's Office during regular office hours (8:00 a.m. to 5:00 p.m., weekdays). City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities in order to allow access to the budget documents or to the hearing should contact the City Controller's Office at 612-8230 at least 48 hours prior to the public hearing. The tentative budget is also posted on the City's website at <https://www.idahofallsidaho.gov>. The proposed FY 2022 budget is shown below as FY 2022 proposed expenditures and projected revenues.

PROPOSED EXPENDITURES

	FY 2020 Actual Expenditures	FY 2021 Budget Expenditures	FY 2022 Proposed Expenditures
General Fund			
Mayor and Council	\$ 685,147	\$ 627,741	\$ 775,139
Legal	746,141	558,984	423,563
Municipal Services	3,602,417	4,545,522	5,491,928
Community Development	2,797,357	3,745,099	3,768,298
Human Resources	373,594	365,837	420,102
Police	16,100,995	17,370,894	19,481,469
Fire	12,130,914	12,209,866	12,471,645
Parks	7,747,426	8,596,039	9,960,646
Public works	1,404,320	2,302,100	1,464,214
General Fund Total	45,588,311	50,322,082	54,257,004
Special Revenue Funds			
Street Fund	6,353,388	7,477,750	8,551,735
Recreation Fund	1,716,212	3,421,102	3,346,819
Idaho Falls Public Library Fund	3,325,108	6,602,948	4,192,896
Airport Passenger Facility Charge Fund	-	-	-
Municipal Equipment Replacement Fund	3,107,735	3,120,000	3,899,926
Electric Light Public Purpose Fund	378,333	1,000,000	1,208,000
Business Improvement District Fund	85,000	85,000	85,000
Golf Fund	2,811,874	2,855,769	3,071,067
Ambulance Fund	6,560,059	7,059,084	6,746,000
Wildland Fire Fund	1,015,624	961,500	1,039,132
Special Revenue Funds Total	25,353,333	32,583,153	32,140,575
Internal Service Fund			
Worker's Compensation Fund	1,069,305	3,811,292	3,849,920
Contingency Fund	-	43,000,000	21,000,000
Employee Benefits Fund	25,000	60,000	60,000
Internal Service Funds Total	1,094,305	46,871,292	24,909,920
Capital Projects Funds			
Municipal Capital Improvement Fund	99,178	1,000,000	1,000,000
Street Capital Improvement Fund	183,390	1,800,000	1,000,000
Bridge and Arterial Street Fund	27,409	350,000	350,000
Surface Drainage Fund	-	50,000	50,000
Traffic Light Capital Improvement Fund	394,524	600,000	545,000
Parks Capital Improvement Fund	366,908	1,675,000	-
Fire Capital Improvement Fund	-	-	-
Zoo Capital Improvement Fund	34,826	1,065,000	2,000,000
Civic Center Capital Improvement Fund	5,000	-	200,000
Golf Capital Improvement Fund	2,125	3,240,000	275,000
Police Capital Improvement Fund	667,060	-	30,000,000
Capital Projects Funds Total	1,780,420	9,780,000	35,420,000
Enterprise Funds			

Idaho Falls Airport Fund	7,668,559	15,426,601	14,947,775
Water Fund	10,437,367	12,206,150	18,028,041
Sanitation Fund	5,171,285	5,765,650	6,333,350
Idaho Falls Power	52,615,382	89,404,599	81,995,792
Fiber	5,259,356	6,243,639	6,170,231
Wastewater Fund	10,348,344	13,941,650	21,293,444
Enterprise Funds Total	91,500,293	142,988,289	148,768,633
Total Expenditures - All Funds	\$ 165,316,662	\$ 282,544,816	\$ 295,496,132

PROJECTED REVENUES

	FY 2020 Actual Revenues	FY 2021 Budget Revenues	FY 2022 Projected Revenues
Property Tax Levy			
General Fund	\$ 30,039,871	\$ 30,625,142	\$ 32,768,491
Streets Fund	3,862,869	3,904,181	4,254,181
Recreation Fund	717,403	723,204	796,204
Idaho Falls Public Library Fund	2,321,528	2,349,297	2,405,394
Municipal Capital Improvement Fund	779,916	790,618	790,618
Property Tax Levy Total	37,721,587	38,392,442	41,014,888
Revenue Sources Other Than Property Tax			
General Fund	18,905,921	19,064,179	21,488,513
Street Fund	3,466,227	3,014,000	3,511,807
Recreation Fund	957,312	2,335,276	2,637,670
Idaho Falls Public Library Fund	1,224,510	1,276,410	1,240,000
Passenger Facility Fund	-	-	-
Municipal Equipment Replacement Fund	2,449,222	2,200,000	2,419,100
Electric Light Public Purpose Fund	891,153	1,208,000	1,208,000
Business Improvement District Fund	92,064	90,000	90,000
Golf Fund	2,679,116	2,733,173	3,010,540
Worker's Compensation Fund	1,263,124	1,990,496	1,955,503
Employee Benefits Fund	78,370	2,000,000	50,000
Emergency Medical Service Fund	6,933,769	6,928,974	7,097,114
Wildland Fire Fund	452,758	1,180,000	1,200,000
Municipal Capital Improvement Fund	28,958	20,000	20,082
Street Capital Improvement Fund	556,414	615,000	307,000
Bridge and Arterial Street Fund	298,734	160,000	160,000
Surface Drainage Fund	42,482	41,500	41,500
Traffic Light Capital Improvement Fund	468,170	467,600	436,596
Parks Capital Improvement Fund	289,111	1,552,000	65,000
Fire Capital Improvement Fund	-	-	400,000
Zoo Capital Improvement Fund	422,385	1,167,000	2,000,000
Civic Center Capital Improvement Fund	123,397	-	200,000
Golf Capital Improvement Fund	287,235	3,291,181	291,600
Police Capital Improvement Fund	667,060	-	30,000,000
Idaho Falls Airport Fund	7,904,017	15,426,601	14,947,300
Water Fund	12,186,537	11,246,500	11,762,500
Sanitation Fund	5,880,750	4,704,000	5,214,000
Idaho Falls Power	61,621,421	81,433,525	68,045,982
Fiber	1,162,227	922,064	1,251,455
Wastewater Fund	12,356,722	12,535,000	12,874,000
Fund Balance use	-	66,549,895	60,555,982
Other Revenue Sources Total	143,689,166	244,152,374	254,481,244
Total Revenues - All Funds	\$ 181,410,753	\$ 282,544,816	\$ 295,496,132

I, Kathy Hampton, City Clerk of the City of Idaho Falls, Idaho certify that the above is a true and correct statement of the proposed expenditures by fund and the entire estimated revenues and other sources of the City of Idaho Falls, Idaho for the fiscal year 2021-2022; all of which have been tentatively approved by the City Council on July 29, 2021 and entered at length in the Journal of Proceedings.

Dated this 29th day of July, 2021.

Publish: August 1, and August 8, 2021

Memorandum

File #: 21-215

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Municipal Services

Subject

Public Hearing for the Proposed Fees for Fiscal Year 2021/22

Council Action Desired

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

Municipal Services respectfully requests the Mayor and Council conduct a public hearing for the proposed 2021/22 fee schedule. The Public Hearing has been scheduled for Thursday, August 12, 2021, at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Description, Background Information & Purpose

The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the 2021/22 fiscal year proposed fee schedule was published on Sunday, August 1, 2021, and Sunday, August 8, 2021.

Alignment with City & Department Planning Objectives



Public hearings support the good governance community-oriented result by fostering innovative and sound fiscal management. Hearings enable participation, public trust, and transparency.

Interdepartmental Coordination

All city departments have participated in the 2021/22 fiscal year budget and fee setting process.

Fiscal Impact

Approval of the proposed 2021/22 fee resolution sets the maximum fees for the fiscal year beginning October 1, 2021.

Legal Review

Legal concurs this action is within Idaho Code §50-1002.

RESOLUTION NO. 2021-

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 – October 2021, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees on October 1, 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	10
Idaho Falls Power	11
Electrical Service Fees	11
Public Fiber Optic Network Fees	13
Library	14
Municipal Services Department	15
Parks and Recreation Fees	21
Police Department	37
Public Works Department.....	38
Engineering Division Fees	38
Sanitation Division Service Fees	38
Street Division Fees	39
Wastewater Division Service Fees.....	40
Water Division Service Fees.....	42

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
6. Ground Transportation Fees	
a. Busses (Non-Public)	
i. Permit Application Fee	\$50
ii. Annual Fee	\$500.00 per year per company + \$20.00 for every additional vehicle
iii. Trip Fee	\$3.50 per Passenger
b. Taxicab	
i. Permit Application Fee	\$50
ii. Monthly Fee	\$20.00 per month per company + \$10.00 for every additional vehicle
iii. Trip Fee	\$1.50 per Trip
c. Courtesy Vehicle – Hotel/Motel (irrespective of type of vehicle used)	
i. Permit Application Fee	\$50
ii. Annual Fee	\$50.00 per year per company + \$10.00 for every additional vehicle
d. Special Event	
i. Permit Application Fee	\$50
ii. Daily Fee	\$65.00/day per company + \$5.00/day for each additional vehicle

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 Bonnevillle 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	\$7.50
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)	\$1,700
8. Line Extension for Multi-Family Housing (per family unit)	\$800
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	(\$0.000) 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	(\$0.000) 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	(\$0.000) 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	(\$0.000)
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
31. Joint Use Pole Attachment Fee	FCC Formula Rate Updated Annually

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	\$1,500
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	\$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. Bulk Customer Network Connection	\$12.50
23. Network repair customer caused	Actual costs
24. Transfer Provider Prior to One Month	\$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
c. Civic Marquee Advertising -	Included in rental of auditorium space on day of rental (includes rehearsal in the auditorium)
d. Additional Civic Marquee Advertising for events at the Civic (non-profit) - 7-day period for a minimum of 20 exposures of 12 second spots per hour.	\$25
e. Additional Civic Marquee Advertising for events at the Civic (for-profit)	\$50
f. Live Streaming an event at the Civic	\$50
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.	
g. 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.	
h. Additional Fees:	

i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90
ii. Each Additional Hour	\$15
<p>A minimum charge of three hours wages is required for all personnel listed above.</p> <p>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.</p> <p>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.</p>	

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 \$200 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		\$400
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)		\$60
ii. Small Shelter		\$114
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)		\$150
iv. Band Shell/The Broadway Plaza		\$306
v. Multi-Purpose Shelter (Per Event)		\$306
vi. Sportsman’s Island Deck Area		\$360 Upper and Lower (all day)
vii. Sportsman’s Park Reservations		\$600
viii. Jenson Overlook Deck Area		\$60
ix. Memorial Drive Vendor Half-Pad		\$78
x. Memorial Drive Vendor Full Pad		\$156
xi. Full Memorial Dr. Electric Use		\$36 a day
xii. Taylors’ Rock Garden (Four Hour Block)		\$150
xiii. IF Resident camping for Special Events		\$60 per Resident
xiv. Non-Resident Camping Fees for Special Events		\$120 per Non-Resident
xv. Camping Fee for South Tourist Park		\$18 per night
xvi. Athletic Field Game Use/Rental (baseball, softball, lacrosse, rugby, etc.)	Non Resident \$36	City Resident \$36

xvii. Athletic Field Day Use/Rental Fee (Non-Tournament, League, or Practice)	\$114
b. Rentals:	
i. Picnic Table 1-5 tables delivered to event	\$60
ii. Additional Picnic Table	\$12
iii. Trash Cans (Each)	\$12
iv. Volleyball Set Deposit	\$12
v. Water Spigot Deposit	\$120
vi. Bleacher (per Unit)	\$48
vii. Fencing for Ballfields	\$240
viii. Fencing (Up to 200 Feet)	\$240
ix. Additional Fencing (Beyond 200 Feet)	\$0.25 per foot
x. Canopy (15' X 15')	\$90
xi. Canopy (20' X 40')	\$300
c. Banners (Set of 10)	\$180
i. Additional Banner(s) (Each)	\$14
d. Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$600
e. Memorials	
i. Memorial Bench	\$840
ii. Remembrance Tree	\$480
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)	\$24
b. Large Rental (South Room 2 Hour Minimum)	\$32

c. Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$56	
d. Kitchen Rental	\$144	
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$240	
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	\$15 or \$13 for member		
ii. 60 Minute Class – K through 2 nd	\$20 or \$16 for member		
iii. 90 Minute Class – 3 rd through 5 th	\$30 or \$24 for members		
iv. 3 Hour Class – 6 th through 8 th	\$40 or \$32 for members		
v. 6-7 Hour Zoo Class	\$60 or \$48 for members		
vi. 3 Hour Class – Week-long (7-9 Years)	\$100		
vii. 3 Hour Class – Week-long (7-9 Years) Members	\$80		
viii. 7 Hour Class – Week-long (10-12 Years)	\$160		
ix. 7 Hour Class – Week-long (10-12 Years) Members	\$128		
x. Behind the Scenes Tours	\$50		
xi. Behind the Scenes Tours Members	\$40		
xii. One-Stop Behind the Scenes Look Zoo Member	\$10		
xiii. One-Stop Behind the Scenes Look Non-Member	\$15		
xiv. Overnight Safari	\$55		
xv. Overnight Safari Members	\$50		
xvi. Group Overnight Safari	\$50		
xvii. Group Overnight Safari Members	\$40		
xviii. Junior Zoo Crew	\$120		
xix. Junior Zoo Crew Members	\$96		
xx. Late Pick-up Fee	\$5 every 15 minutes		
xxi. Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$5		
xxii. Keeper for a Day	\$100		
xxiii. 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		
xxiv. Family Nature Program (per person)	TPZS Member \$45 per year	Nonmember \$50 per year	
xxv.			
e. Rental Fees			
i. Main Zoo Tent Rental - Per Hour During Regular Hrs	\$100 an hour		
ii. Main Zoo Tent Rental - Per Hour After Regular Hrs	\$200 an hour		
iii. Animal Encounter Show	\$35		
iv. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50		
v. Costume Character Appearance (1/2 Hour)	\$50		
vi. Tent (10' X 10')	\$ 35		
vii. Tent (20' X 40')	\$ 120		
viii. Large Tent (40' x 90') Rental	\$1,500 a day		
ix. Large Tent (40' x 90') 4-Wall Rental	\$500 a day		
x. Wagon/Stroller Rental	\$5		
xi. Single Maeck Center Classroom Hourly	\$200 per hour		
xii. Single Maeck Center Classroom Daily (eight-hours)	Maximum \$500 a day		
xiii. All Three Maeck Center Classrooms Daily (eight-hours)	Maximum \$1,500 a day		
xiv. Cleaning Deposit (refundable)	\$100		
f. Parties and Gatherings:			
i. Birthday Package (only 10 a.m. or 2 p.m.)	\$150 (\$50 non-refundable deposit)		
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)		
iii. Daytime Event	\$250 (\$100 non-refundable deposit)		
iv. Private Evening Event	\$650 (\$200 non-refundable deposit)		
v. Off Season Birthday Party	\$200		
g. Penguin Interaction:			
i. Adult	\$40		
ii. Child (4-12)	\$30		
iii. Group Discount (6 or more people)	20% Discount		
h. Volunteer Led Programs:			
i. Onsite Tours (Max 25 People)	\$20		
ii. Offsite Outreach (40 people or less)			
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$45		

2. Within Districts No. 91 and No. 93 (Profit)	\$55	
3. Outside Districts No. 91 and No. 93 (Up to 30 Mile Radius)	\$60	
4. Outside D91/D93 Between 30-50 Mile Radius	\$70	
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)	\$100	
2. Within Districts No. 91 and No. 93 (Profit)	\$125	
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$125	
4. Outside Districts No. 91 and No. 93 (Over 100 Mile Radius)	\$250	
5. Any Second Program on the Same Day as First	\$40	
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)	\$0.75 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, 4805, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$18
b. Special Event Dispensing Permit	\$60 plus 3% of Gross Sales on Dispensing
c. Alcohol Sales Fee	\$120 +10% gross sales over \$2000
d. Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do not remit payment for a balance owed by the due date.	10% of amount due or \$30, whichever is greater
e. Ice Arena	
i. Ice Rental Fee (Travel tournament, private rental,)	\$225 per hour
ii. Ice Rental Fee (Weekend public skate time)	\$360 All Day Rental
iii. Ice Arena – Lobby Rental/4hr	\$240
iv. Special Event Admission	\$12
v. Public Skate Admission	
1. Ages 4-12	\$7.20
2. Ages 13 +	\$8.10
3. Senior	\$6.60
vi. Stick, Shoot, and Freestyle	
1. Youth	\$7.20
2. Adult	\$8.10
3. Senior	\$7.20
vii. 10 Punch Pass	
1. Ages 4-12	\$60
2. Ages 13 +	\$68
3. Senior	\$54
viii. 30 Punch Pass	
1. Ages 4-12	\$171.00
2. Ages 13 +	\$198.00
3. Senior	\$153.00
ix. Annual Pass	
1. Ages 4-12	\$408.00
2. Ages 13 +	\$512.40
3. Senior	\$408.00
x.	
f. Ice Skate Rentals/Lessons	
i. Program Participant Equipment Rental Fee	\$120
ii. Skate Aide	\$3.00
iii. Ice Skates	\$5.40
iv. Ice Skating Lessons	\$76.61

v. Ice Skating Lesson with Rentals	\$94	
vi. Adult Skating Lesson (Drop in)	\$16	
vii. Adult Skating Lesson (Drop in with Rentals)	\$19.20	
viii. Power Skating and edge control clinic	\$18.00	
ix. Private Ice Skating Instruction	\$36 per half hour	
g. Special Event Admission		
i. Laser Light Skate Night	\$8.40	
ii. Halloween Party	\$8.40	
h. Recreation Center		
i. Special Event Admission	\$12.00	
ii. Youth/Senior Admission (Basketball/Pickleball/Weight Room/ Racquetball)	\$5.40	
iii. Adult Admission (Basketball/Pickleball/Weight Room/ Racquetball)	\$6.60	
iv. Youth/Senior - Rec Center 10-punch pass	\$42	
v. Adult - Rec Center 10-punch pass	\$54	
vi. Youth/Senior – Year Pass	\$159.60	
vii. Adult – Year Pass	\$199.50	
viii. Yearly Businessmen’s Basketball Pass (Noon Ball)	\$90.00	
i. Yoga at the Recreation Center		
i. Adult	\$6.60	
ii. Senior	\$5.70	
iii. Adult – 10-punch Pass	\$60.65	
iv. Senior – 10-punch Pass	\$42	
j. Fitness Class / 4801		
i. Youth/Seniors	\$6.90	
ii. Adult	\$7.80	
iii. 10-punch – Youth/Seniors	\$57.00	
iv. 10-punch – Adults	\$66	
k. Basketball		
i. League Fees		
1. High School Basketball League	Non Resident \$84.00	City Resident \$74.40
2. Jr. High School Basketball League	Non Resident \$84.00	City Resident \$74.40
3. Jr. Basketball League	Non Resident \$67.20	City Resident \$60.00
4. Youth Player Fee	Non Resident \$76.57 Without Jersey \$69.46	City Resident \$60.42 Without Jersey \$54.06
5. Jr. High Player Fee	Non Resident \$94.38	City Resident \$74.74 Without Jersey

	Without Jersey \$87.26	\$68.38
6. High School Player Fee	Non Resident \$94.38 Without Jersey \$87.26	City Resident \$74.74 Without Jersey \$68.38
ii. Basketball Skills	\$48.00 Resident, \$54.00 Non-Resident	
iii. Cleave Lewis Basketball Skills Camp	Non Resident \$69.46	City Resident \$54.06
iv. Cleave Lewis Basketball Camp	Non Resident \$121.09	City Resident \$98.58
v. Youth Basketball Camp	Non Resident \$55.20	City Resident \$41.34
vi. Summer Camp	\$75.60	
vii. Jr. League	\$54.00	
viii. Women's and Men's League Summer, Spring, and Fall	\$693.62	
ix. Men's League Winter	\$761.29	
x. Hispanic League	\$693.62	
xi. Women's League	\$693.62	
1. Softball/Baseball		
i. League Fees		
1. Youth Day League Player Fee	Non Resident \$78.36 Without Jersey \$71.23	City Resident \$62.02 Without Jersey \$55.66
2. Idaho Falls Youth Baseball Player Fee	\$157.42	
3. Girls Fastpitch Team Fee	\$1,013.36	
4. Fast Pitch Tournaments	\$719.00	
5. Men's Fall Softball Team Fee	\$922.01	
6. Men's Summer Softball Team fee	\$1,421.08	
7. Adult Softball Competitive Men's League	Non Resident \$1,128.00 Team	City Resident \$1,008.00 Team
8. Adult Softball Competitive Co-Ed Fall	Non Resident \$1,128.00 Team	City Resident \$1,008.00 Team
9. Co-ed Competitive Summer Team Fee	\$1,421.08	
10. Co-ed Summer Softball Team Fee	\$930.47	

11. Co-ed Fall Softball Team Fee	\$922.01	
ii. Equipment Rental		
1. Portable Pitching Mound	\$240.00 /Daily	
2. Pitching Machine/Softball & Baseball Bases/chalk machine	\$60	
iii. Bobbie Sox Softball	Non Resident \$59	City Resident \$53
iv. Knothole Baseball	Non Resident \$59	City Resident \$53
v. Pitching Mound Re-Build	\$240.00	
vi. Baseball/Softball Game Non-Chalked Field Use Fee	\$60.00	\$60.00
vii. Baseball/Softball Game Chalked Field Use Fee	Non Resident \$40.00	City Resident \$40.00
viii. Park Impact Fee– 50-99 People	\$60.00	
m. Football		
i. Football Field set up Fee - Measuring, string, and painting initial football field lines.	\$120	
ii. Youth Player Fee	Non Resident \$71.23 Without Jersey \$64.10	City Resident \$55.66 Without Jersey \$49.30
n. Flag Football		
i. Youth	\$60.00	
ii. Adult	\$540.00	
o. Recreation Program Fee	\$90	
p. Specialized Recreation Program Fee (Excessive Resources Used)	\$180.00	
q. T-Ball & Pitching Machine	Non-Resident \$60.00	Resident \$52.80
r. Soccer		
i. Soccer Field Setup Fee - Measuring, stringing, and painting initial soccer field lines.	\$250	
ii. Men's Soccer League	\$66.00	
iii. Clinics 12 U	\$60.00	
iv. Clinics 10 U	\$60.00	
v. Clinics 8 U	\$42.00	
s. Tennis Lessons	Non Resident \$42.00	City Resident \$37.50
t. Tennis Camp	\$30.00	
u. Volleyball		
i. Youth Player Fee	Non Resident \$71.23 Without Jersey \$64.10	City Resident \$55.66 Without Jersey \$49.30

ii. Volleyball Registration	Non Resident \$54.00	City Resident \$48.00
iii. Co-ed Sand Volleyball	\$360.00	
v. Taiko Drumming	\$225.00	
w. Dance Lessons	\$42.00	
x. Running Program	\$72.24	
y. Jr. Posse Program	\$55.86	
z. Preschool Gym		
i. Single Child	\$2.40	
aa. Lil' Sports Programs		
i. Lil' Sports Programs	\$55.86	
ii. Science Workshops	\$150.00	
iii. Dirt Bike Clinic		
1. Youth	\$90.00	
2. Adult	\$120.00	
bb. Cyclocross Bike Races		
i. Great Pumpkin Cross	\$24.00	
ii. Blue Goose	\$24.00	
cc. Breakfast with Santa	\$9.60	
dd. Daddy Daughter Date	\$96.00	
ee. Dinner and a Movie	\$36.00	
ff. Skateboard Programs		
gg. Skateboard Competition	\$18.00	
hh. Fishing Buddies Clinic	\$36.00	
ii. Fishing Clinic	\$45.60	
jj. Rentals		
i. Candle Stick Rental	\$2.40 a day	
ii. Candle Stick Replacement	\$48	
iii. –A Frame Rentals	\$6 a day	
iv. A-Frame Replacement	\$72	
v. Posse Program Fees	\$130 per rider	
kk. City Market		
i. City Market Membership	\$60 a season	
ii. City Market Member Rate	\$12 a week	
iii. City Market Non-Member Rate	\$24 a week	
12. Wes Deist Aquatic Center Fees – 4803		
a. Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do not remit payment for a balance owed by the due date	10% of amount due or \$30, whichever is greater	
b. Special Event Admission	\$12	
c. Membership Fees		
i. Senior		
1. 1-Month Senior	Non-Resident \$73.58	City Resident \$65.10
2. 3-Month Senior	Non-Resident \$193.87	City Resident \$172.36
3. 6-Month Senior	Non-Resident	City Resident

	\$347.54	\$312.73
4. 1-Year Senior	Non-Resident \$617.83	City Resident \$555.29
ii. Adult		
1. 1-Month Adult	Non-Resident \$82.64	City Resident \$77.54
2. 3-Month Adult	Non-Resident \$217.08	City Resident \$193.02
3. 6-Month Adult	Non-Resident \$388.02	City Resident \$348.40
4. 1-Year Adult	Non-Resident \$573.68	City Resident \$515.94
iii. Couple (Couple is 2 People from the Same Household)		
1. 1-Month	Non-Resident \$144.34	City Resident \$127.64
2. 3-Month Couple	Non-Resident \$391.70	City Resident \$352.08
3. 6-Month Couple	Non-Resident \$573.68	City Resident \$515.94
4. 1-Year Couple	Non-Resident \$735.29	City Resident \$660.85
iv. Family (Family is up to 5 people in the Same Household)		
1. 1-Month Family	Non-Resident \$207.74	City Resident \$186.23
2. 3-Month Family	Non-Resident \$450.29	City Resident \$404.71
3. 6-Month Family	Non-Resident \$735.29	City Resident \$660.85
4. 1-Year Family	Non-Resident \$1,228.02	City Resident \$1,104.34
5. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	Non-Resident \$32.27	City Resident \$28.58
6. 3-Month Family Add-On	Non-Resident \$42.17	City Resident \$37.36
7. 6-Month Family Add-On	Non-Resident \$62.54	City Resident \$55.48
8. 1-Year Family Add-On	Non-Resident \$103.02	City Resident \$92.27
d. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)		
i. Adult Everything Punch Card	Non-Resident \$66.23	City Resident \$61.13
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	Non-Resident \$58.58	City Resident \$53.50
e. Daily Fees		
i. Adult (13 +) Admission	Non-Resident \$7.36	City Resident \$6.79

ii. Senior/Child (62 + and 12 and Under) Military/Handicap	Non-Resident \$6.50	City Resident \$5.94
iii. Pre-School (3 & Under) – Swim Diaper Included	Non-Resident \$4.81	City Resident \$4.52
iv. Wading Pool Admission Only (17 years and younger, parents/guardians get in free with paying child)	\$4.80	
f. Fitness Classes Daily		
i. Adult (13 +)	Non-Resident \$7.92	City Resident \$7.08
ii. Senior/Child (62 + and 12 and Under)	Non-Resident \$4.81	City Resident \$7.08
g. Birthday Parties	\$103.02	
h. Group Rates (Pre-Arranged Groups Only)		
i. 10-19 in Group	\$5.94	
ii. 20-29	\$5.66	
iii. 30 +	\$5.38	
iv. Group Instructor Fee (one hour, for up to 8 students)	\$20.38	
i. Facility Rentals		
i. Up to 50 Swimmers (Per Hour)	\$198.00	
ii. Up to 100 Swimmers (Per Hour)	\$222.00	
iii. Up to 150 Swimmers (Per Hour)	\$294.00	
iv. Up to 200 Swimmers (Per Hour)	\$366.00	
v. Up to 250 Swimmers (Per Hour)	\$438.00	
vi. Up to 300 Swimmers (Per Hour)	\$510.00	
vii. Up to 350 Swimmers (Per Hour)	\$582.00	
viii. Up to 400 Swimmers (Per Hour)	\$654.00	
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$78.00	
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$93.60	
xi. Room Rental	\$11.89	
j. Lessons		
i. Full Size Lessons (8 Days)	Non-Resident \$67.20	City Resident \$60.00
ii. Half Size Lessons (8 Days)	Non-Resident \$124.32	City Resident \$111.00
iii. Private (One ½ Hour Class)	\$31.13	
iv. Semi-Private (One ½ Hour Class)	\$40.50	
k. School Fees (tax exempt)		
i. School Group Lessons	\$5.70	
ii. High School PE Classes	\$4.20	
iii. High School PE Aerobics	\$6.00	
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$4.80	
l. Kayaking		
i. Open Boat	\$10.19	

ii. Group Instructor Fee	\$9.00	
m. Late Fees for Programs (for those who register after the deadline)	\$6.00	
n. Daily Themed Programs	\$18.00	
o. Lane Rentals (USA/High School/Non-Profit)	\$13.20	
p. Swim Team Fees		
i. Lane Hours (High Schools)	\$18.00	
ii. Lane Hours (USA)	\$18.00	
iii. Rental (for a 4 Hour Session with set up and take down)	\$840.00per team	
iv. Scoreboard Time System Maintenance Fee	\$7.80per use	
q. Surfer Swim Team		
i. Surfer Team Membership Fee	\$60.00	
ii. Surfer Team Lesson Fee	Non-Resident \$11.89	City Resident \$10.75
r. High School Swim Team Fees		
i. High School Swim Team Dual Meets	\$600.00per meet	
ii. High School Spring League Swim Team (in house)	Non-Resident \$251.89	City Resident \$225.00
iii. High School Regional Meets	\$3.60	
iv. Junior High Swim Team	Non-Resident \$251.89	City Resident \$213.00
s. 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)	\$150.00	
ii. 2 Days per Week	\$108.00	
iii. 1 Day per Week	\$66.00	
iv. Add on an Additional Day Session	\$42.00	
t. 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	
u. Scouting		
i. Scout Instructor Fee	\$15.60	
ii. Scout Class – CPR Component to Any Merit Badge	\$6.00	
iii. 1 st and 2 nd Class & Cub Scout Aqua Badges	\$9.00	
iv. Snorkeling and Scuba	\$17.40	
v. Lifesaving Merit Badge, First Aid Merit Badge	\$36.00	
vi. Swimming Merit Badge	\$36.00	
v. Program Fees	\$0.00	
i. Mermaid Experiences	\$54.62	
ii. Mermaid Birthday Parties	\$390.00	

iii. Lifeguard Class	\$311.32
iv. Water Safety Instructor Class	\$283.02
v. Fitness Challenge	\$14.71
vi. Triathlons	\$39.06
w. Swim Meet Use Fee (Per Swimmer)	\$7.80
13. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$22
ii. Weekday 18 Holes	\$35
iii. Weekend 9 Holes	\$23
iv. Weekend 18 Holes	\$36
b. Resident Green Fees	
i. Weekday 9 Holes	\$19
ii. Weekday 18 Holes	\$32
iii. Weekend 9 Holes	\$20
iv. Weekend 18 Holes	\$33
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*	\$918.13
ii. Second Adult*	\$773.35
iii. First Senior 5-Day*	\$705.73
iv. Second Senior 5-Day*	\$653.76
v. First Senior 7-Day*	\$812.33
vi. Second Senior 7-Day*	\$760.35
vii. Young Adult Pass*	\$643.42
e. Non-Resident Season Passes*	
i. First Adult*	\$967.63
ii. Second Adult*	\$819.14
iii. First Senior 5-Day*	\$734.38
iv. Second Senior 5-Day*	\$676.21
v. First Senior 7-Day*	\$862.45
vi. Second Senior 7 Day*	\$806.15
f. Junior Season Pass*	
i. Full-Time Junior*	\$303.26
ii. Part-Time Junior*	\$221.62
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$175.50
ii. Punch 10-18 Hole	\$292.50
iii. Punch 20-9 Hole	\$331.50
iv. Punch 20-18 Hole	\$552.50
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$202.50
ii. Punch 10-18 Hole	\$319.50
iii. Punch 20-9 Hole	\$382.50
iv. Punch 20-18 Hole	\$603.50

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	\$25.70
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	\$ 24.00
b. Duplex, per dwelling or unit	\$ 24.00
c. Apartment Unit (tenant pays bill), per unit	\$ 18.00
5. Monthly Non-metered Commercial Wastewater Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 22.40
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 29.920
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 54.25
d. Category 4 (Hall, Restaurant), per business	\$ 79.30
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 148.00
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 858.50
6. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$ 10.65
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 13.55
7. Monthly Metered Wastewater Rates:	
1. Base Charge	\$ 3.92
2. Plus per each 1,000 gallons of metered water	\$ 2.43
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	\$ 0.6918 per 1,000 Gallons
ii) BOD	\$0.6935 per Pound
iii) TSS	\$ 0.4268 per Pound
b. Busch Agricultural Resources:	
i) Flow	\$ 0.6918 per 1,000 Gallons
ii) BOD	\$ 0.6935 per Pound
iii) TSS	\$ 0.4268 Per Pound
c. Golden Valley Natural	
i) Flow	\$ 0.9942 Per 1,000 Gallons
ii) BOD	\$ 0.7628 per Pound
iii) TSS	\$ 0.4694 per Pound
iv) Monthly Base Service	\$1,300 per month
11. County and City Rates:	
a. City of Ammon	\$ 3.58 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	\$ 2.59 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	\$2,923
b. 1.5" Service Connection	\$5,846
c. 2" Service Connection	\$11,984
d. 3" Service Connection	\$24,845
e. 4" Service Connection	\$47,645
f. 6" Service Connection	\$84,767
g. 8" Service Connection	\$163,688
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	\$ 43.90
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	\$ 23.40
b. Duplex, per dwelling or unit	\$ 23.40
c. Apartment Unit (tenant pays bill), per unit	\$ 18.80
8. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 18.80
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 33.10
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 41.50
d. Category 4 (Hall, Restaurant), per business	\$ 109.40
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 157.50
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 328.10
9. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$13.90
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$17.50
10. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$ 12.50
b. Duplex, per dwelling or unit	\$ 6.25
c. Apartment Unit (tenant pays bill), per unit	\$ 3.10
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	\$ 0.21
12. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$ 12.80
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



Memorandum

File #: 21-186

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Municipal Services

Subject

Public Hearing to Levy 1% of Forgone for Fiscal Year 2021/22

Council Action Desired

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

Pursuant to Idaho Code §63-802(1)(e), Municipal Services requests Council to conduct a public hearing to levy 1% of the 2021/22 forgone amount.

Description, Background Information & Purpose

The Notice of Public Hearing for the 2021/22 forgone resolution was published on Sunday, August 1, 2021, and on Sunday, August 8, 2021. The hearing is scheduled for Thursday, August 12, 2021, at 7:30 pm in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. At the conclusion of the hearing, Council will have met the notice and hearing requirements to levy 1% of the City's forgone balance of \$407,400 for the specific purpose for which the forgone increase is being budgeted, namely: to fund fire department dispatch software, fire station generators and police staffing and other public safety maintenance and operation needs.

Alignment with City & Department Planning Objectives



The hearing and adoption of the 2021/22 forgone resolution are in support of the good governance community-oriented result by fostering innovative and sound fiscal management that enables trust and transparency.

Interdepartmental Coordination

All City departments have participated in the process leading to the development of the adopted 2021/22 budget.

Fiscal Impact

Once adopted, the 2021/22 forgone resolution will add an estimated \$407,400, or 1% statutory allowable property tax for the fiscal year 2021/22, to the city's public safety maintenance and operation budgets.

Legal Review

Legal concurs the adoption of this resolution is within Idaho Code §63-802(1)(e).

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CERTIFYING THE LEVY OF ONE PERCENT (1%) OF THE CITY'S FORGONE BALANCE, IN THE AMOUNT OF FOUR HUNDRED SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$407,400.00), TO BE INCLUDED IN THE CITY 2021-2022 BUDGET FOR THE SPECIFIC PURPOSE OF FUNDING THE MAINTENANCE AND OPERATION NEEDS OF THE CITY'S POLICE AND FIRE DEPARTMENTS, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code §50-235 empowers the Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code §50-1002 requires the Council to pass a budget, referred to as an Annual Appropriation Ordinance; and

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and

WHEREAS, Idaho Code §63-802(1)(e) requires that the Council must publish notice of its intent to recover a forgone levy and hold a public hearing; and

WHEREAS, the Council has met the notice and hearing requirements in Idaho Code §63-802(1)(e) to levy one percent (1%) of the City's forgone balance, four hundred seven thousand four hundred dollars (\$407,400.00); and

WHEREAS, the specific purpose for which the forgone increase is being budgeted is to fund the fire department dispatch software, fire station electric generators, and police staffing planning, and other public safety malignance and operation needs.

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

1. That the City of Idaho Falls, Idaho, certifies that, in addition to the other increases allowed under Idaho Code, the City is levying one percent (1%) of the City's forgone balance, in the amount of four hundred seven thousand four hundred dollars (\$407,400.00) to be included

in the City of Idaho Falls, Idaho's 2021-2022 Budget for the specific purpose of funding fire department dispatch software, fire station electric generators, and police staffing planning, and other public safety maintenance and operation needs.

ADOPTED and effective this _____ day of _____, 2021.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK

REBECCA L. NOAH CASPER

(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, CERTIFYING THE LEVY OF ONE PERCENT (1%) OF THE CITY'S FORGONE BALANCE, IN THE AMOUNT OF FOUR HUNDRED SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$407,400.00), TO BE INCLUDED IN THE CITY 2021-2022 BUDGET FOR THE SPECIFIC PURPOSE OF FUNDING THE MAINTENANCE AND OPERATION NEEDS OF THE CITY'S POLICE AND FIRE DEPARTMENTS, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

KATHY HAMPTON, CITY CLERK

File #: 21-216

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, August 4, 2021
DEPARTMENT: Idaho Falls Power

Subject

Pole Attachment License Agreement Renewal with Qwest Corporation dba CenturyLink QC

Council Action Desired

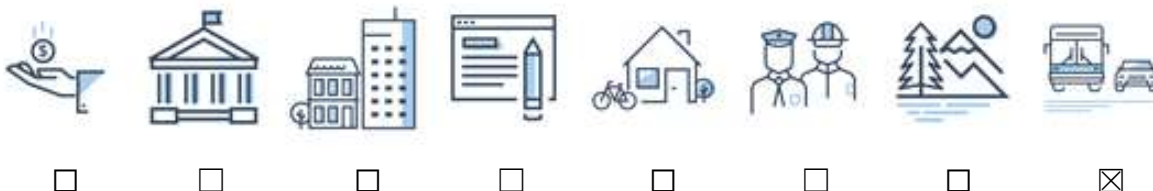
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this renewal agreement with CenturyLink QC of Monroe, Louisiana, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

This reciprocal License Agreement will govern attachments on poles owned by the other entity. The agreement establishes rules for work coordination between the two entities, sets requirements for make-ready work and establishes fees associated with pole attachments. This supersedes the agreement approved by City Council on Nov. 22, 2016.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by developing and enforcing effective

design standards that incorporate comprehensive infrastructure planning for electric and internet connectivity. This action also addresses a weakness component identified in the IFP Strategic Plan.

Interdepartmental Coordination

Legal Services concurs this action is appropriate and has incorporated the associated fees into the city fee ordinance.

Fiscal Impact

This action has no fiscal impact to the budget.

Legal Review

Legal Services has reviewed and approved this agreement.

POLE ATTACHMENT LICENSE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND QWEST CORPORATION D/B/A CENTURYLINK QC

THIS POLE ATTACHMENT LICENSE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND QWEST CORPORATION D/B/A CENTURYLINK QC (hereinafter “Agreement”), is made this _____ day of _____, 2021, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, and its Electric Light Division d/b/a Idaho Falls Power, (hereinafter “IFP”), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and QWEST CORPORATION D/B/A CENTURYLINK QC, a Colorado corporation (hereinafter “CENTURYLINK”), whose address is 100 CenturyLink Drive, Monroe, LA 71203. IFP and CENTURYLINK may each be referred to at times herein individually as a “party” or collectively as the “parties”; references to “LICENSEE” and “OWNER” refer to either party interchangeably as the context may require.

BACKGROUND:

- A. The parties own and maintain Poles in the State of Idaho.
- B. Each party desires to place and maintain on the other party’s Poles, Attachments located in the State of Idaho for use in the party’s business and operations.
- C. In accordance with the terms and conditions of this Agreement, each party is willing to permit the other party to place and maintain Attachments to its respective Poles.

RECITALS

WHEREAS, LICENSEE proposes to install and maintain LICENSEE’s Facilities and associated electric or communication equipment on OWNER’S Poles to provide electric or Communication Services to the public; and

WHEREAS, OWNER is willing, when it may lawfully do so and in accordance with the regulations in the State of Idaho, to issue one or more Permits authorizing the placement or installation of LICENSEE’S Attachments on OWNER Poles, provided that OWNER may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

WHEREAS, therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

AGREEMENT

Article 1—Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the

present tense include the future and past tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 Affiliate:** when used in relation to LICENSEE, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with LICENSEE.
- 1.2 Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around Owner Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), IFP Service Policy, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of OWNER or other federal, state, or local authority with jurisdiction over Owner Facilities.
- 1.3 Attaching Entity:** means any public or private entity, other than OWNER, LICENSEE or LICENSEE Affiliate, that, pursuant to a license agreement with OWNER, places an Attachment on OWNER’s Pole to provide Communications Service.
- 1.4 Attachment(s):** means a wire or cable facility and appurtenant equipment utilized to provide Communications Service or electric service placed directly on Poles or Overlashed onto an existing Attachment. "Attachment" does not include any of the following: a Riser, J-hook, any grounds, multi-grounded neutral, or service drop where the drop is only attached to a single Pole and where Licensee has an existing Attachment on such Pole, or any additional mutually agreeable facilities..
- 1.5 Capacity:** means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable OWNER employees and contractors to safely climb, access, and work on Owner Facilities and equipment.
- 1.7 Communications Facilities:** means wireline or wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers, including any and all associated equipment, utilized to provide Communications Service.
- 1.8 Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 LICENSEE:** The party, including its parent, subsidiaries or Affiliates, successor or assigns, granted a license by OWNER under this Agreement.

- 1.10 LICENSEE's Facilities:** means cable, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, devices, structures, material, machines, appurtenances, articles, apparatus of any sort, and all other items related to a party's electrical or communication distribution system, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds and other accessories.
- 1.11 Make-Ready Work:** means all work that OWNER reasonably determines to be required to accommodate LICENSEE's Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Owner Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), or pole replacement and construction but does not include LICENSEE's routine maintenance
- 1.12 Occupancy:** means the use or reservation of space for Attachments on an OWNER Pole.
- 1.13 OWNER** - The party owning or controlling the Pole.
- 1.14 Overlash:** means to place an additional wire or cable onto an existing Attachment owned by LICENSEE.
- 1.15 Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to OWNER Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point (see Appendix D Specifications).
- 1.16 Permit:** means written or electronic authorization (see Appendix C) by OWNER for LICENSEE to make or maintain Attachments to specific OWNER Poles pursuant to the requirements of this Agreement. LICENSEE's Attachments made prior to the effective date (Existing Attachments) shall be deemed Permitted Attachments hereunder.
- 1.17 Pole:** means a pole owned by OWNER that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for LICENSEE's Facilities.
- 1.18 Post-Construction Inspection:** means the inspection by OWNER to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.19 Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or OWNER to determine the Make-Ready Work necessary to accommodate LICENSEE's Facilities on a Pole. Such work includes, but is not limited to, field inspection. The Pre-Construction Survey shall be coordinated with OWNER and include LICENSEE's representative. All Pre-Construction Surveys, when complete, shall be agreed upon by both parties.
- 1.20 Reserved Capacity:** means Capacity or space on a Pole that OWNER has identified and reserved for its own future utility requirements at the time of the Permit grant, pursuant to a reasonable projected need or business plan.

- 1.21 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.22 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by OWNER and/or applicable federal, state or local regulations, that will readily identify the owner and be legible from the ground.
- 1.23 **Owner Facilities:** means all personal property and real property owned by OWNER, including Poles, and related facilities.

Article 2—Scope of Agreement

- 2.0 **Grant of License.** Subject to the provisions of this Agreement, OWNER grants LICENSEE a revocable, nonexclusive license authorizing LICENSEE to install and maintain Attachments to OWNER's Poles.
- 2.1 **Parties Bound by Agreement.** LICENSEE and OWNER agree to be bound by all provisions of this Agreement, Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, the applicable laws in effect (without reference to choice of law) in the State of Idaho.
- 2.2 **Permit Issuance Conditions.** OWNER will issue one (1) or more Permit(s) to LICENSEE only when OWNER determines, in its sole reasonable judgment, which shall not be unreasonably withheld, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) LICENSEE meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.3 **Reserved Capacity.** Access to space on OWNER Poles will be made available to LICENSEE with the understanding that certain Poles may be subject to Reserved Capacity. At the time of Permit issuance, OWNER shall notify LICENSEE if Capacity on particular Pole(s) is being designated as Reserved Capacity. For Attachments made with notice of such a Reservation of Capacity, on giving LICENSEE at least sixty (60) calendar days prior written notice. The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. LICENSEE shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an Existing Attachment sought by any other Attaching Entity.
- 2.4 **No Interest in Property.** No use, however lengthy, of any Owner Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in LICENSEE, any easement or other ownership or property right of any nature in any portion of Owner Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of OWNER's rights to Owner Facilities. Notwithstanding anything in this Agreement to the contrary, LICENSEE shall, at all times, be and remain a licensee only.
- 2.5 **LICENSEE's Right to Attach.** Unless otherwise specified in this Agreement, nothing

other than a Permit issued pursuant to Article 6, shall be construed as granting LICENSEE any right to attach LICENSEE's Facilities to any specific Pole.

- 2.6 OWNER's Rights over Poles.** The parties agree that this Agreement does not in any way limit OWNER's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its statutory service requirements or to comply with any federal, state, or local legal requirement.
- 2.7 Expansion of Capacity.** OWNER will take reasonable steps to expand Pole Capacity when necessary to accommodate LICENSEE's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require OWNER to install, retain, extend, or maintain any Pole for use when such Pole is not needed for OWNER's own service requirements.
- 2.8 Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit OWNER from fulfilling any agreement or arrangement regarding its Poles into which OWNER has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.9 Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without OWNER's express written consent to such use. Nothing in this Agreement shall be construed to require OWNER to allow LICENSEE to use OWNER's Poles after the termination of an individual Permit(s) or this Agreement, subject to the provisions of Article 11 and Article 23 of this Agreement, unless required to do so by applicable law or regulation.
- 2.10 Overlapping.** The following provisions apply to Overlapping:
- 2.10.1** LICENSEE shall be permitted, without the pole OWNER's prior approval, to overlap their own or third parties' pole attachments with telecommunications wires, including, for example, fiber-optic cable, fiber space closures, and similar incidental equipment. Notice to be provided within ten days of the overlapping. There shall be no separate attachment fee for an overlap.
- 2.10.2** Authorized Overlapping to accommodate Attachments of LICENSEE or its Affiliate(s) shall not increase the Annual Attachment Fee paid by LICENSEE pursuant to Appendix A, Item 1. LICENSEE or LICENSEE's Affiliate shall, however, be responsible for all Make Ready Work and other charges associated with the Overlapping. LICENSEE shall not have to pay a separate Annual Attachment Fee for such Overlapped Attachment.
- 2.10.3** At LICENSEE's request, OWNER may allow Overlapping to accommodate facilities of a third party, not affiliated with LICENSEE. In such circumstances, the third party must enter into a License Agreement with OWNER, obtain Permit(s), and pay a separate Attachment fee (Appendix A, Item 1) as well as the actual and reasonable costs of all necessary Make-Ready Work required to accommodate the Overlapping. OWNER shall not grant such Permit(s) to third

parties allowing Overlashing of LICENSEE's Communications Facilities without LICENSEE's written consent. Authorized Overlashing shall not increase the fees and charges paid by LICENSEE pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent LICENSEE from seeking a contribution from an Overlashing third party to defray fees and charges paid by LICENSEE.

2.10.4 Make Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

2.11 Enclosures. LICENSEE shall not place Pedestals, Vaults, and/or other Enclosures on or within four feet (4') of any Pole or other OWNER facilities without OWNERS prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement. Such permission shall not be unreasonably withheld. If OWNER installs or relocates OWNER facilities within four (4') feet from LICENSEE's existing Pedestal, Vault, and/or Enclosure, LICENSEE shall not be in violation per Article 4.5 of this Agreement.

Article 3—Fees and Charges

3.1 Payment of Fees and Charges. LICENSEE shall pay to OWNER the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

3.2 Payment Period. Unless otherwise expressly provided, LICENSEE shall pay any undisputed invoice it receives from OWNER pursuant to this Agreement within sixty (60) calendar days after receipt of the invoice. OWNER will issue invoice by July 30th and will consider the payment delinquent if not received by October 30th.

3.3 Billing of Attachment Fee. OWNER shall invoice LICENSEE for the per-Pole Fee annually. OWNER will submit to LICENSEE, an invoice for the annual rental period not later than July 30th of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on September 30th of the same or next year, and each subsequent annual rental period shall commence on the following October 1st and conclude on September 30th of the subsequent year. The per-Pole Fee due from either party as LICENSEE to the other party as OWNER for each period shall be based on the total number of OWNER's Poles on which LICENSEE was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits. The smaller total sum shall be deducted from the larger and OWNER or LICENSEE, as the case may be, shall pay to the other the difference between such amounts. The total sums owed to each Party will be detailed on the invoice. If requested, each Party will provide calculations and underlying data used to determine the annual Pole fee.

3.4 Refunds. Except as described in Article 4.7, no fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by OWNER.

3.5 Late Charge. If OWNER does not receive payment for any undisputed fee or other amount owed within thirty (30) calendar days after it is due, LICENSEE shall pay interest to

OWNER at the rate of one percent (1%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.

- 3.6 Payment for Work.** LICENSEE will be responsible for payment of all actual and reasonable costs to OWNER for all work that OWNER or OWNER's contractors perform pursuant to this Agreement to accommodate LICENSEE's Facilities.
- 3.7 Advance Payment.** At its sole reasonable discretion, OWNER may require that LICENSEE pay in advance all estimated reasonable costs, including, but not limited to, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of LICENSEE's Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 True-Up.** Whenever OWNER, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of LICENSEE and the actual and reasonable cost of the activity exceeds the advance payment of estimated expenses, LICENSEE agrees to pay OWNER for the difference in cost, provided that OWNER documents such costs with sufficient detail to enable LICENSEE to verify the charges. OWNER's final invoice may not exceed one hundred twenty percent (**120%**) of the estimated expenses and LICENSEE will not be required to pay more than one hundred twenty percent (**120%**) of such estimated expenses. To the extent that OWNER's actual and reasonable cost of the activity is less than the estimated cost, OWNER shall refund to LICENSEE the difference in cost.
- 3.9 Determination of Charges.** Wherever this Agreement requires LICENSEE to pay for work done or contracted by OWNER, the charge for such work shall include all actual and reasonable material, labor, and engineering and applicable overhead costs. OWNER shall bill its services based upon actual and reasonable costs, and such costs will be determined in accordance with OWNER's cost accounting systems used for recording capital and expense activities. If LICENSEE was required to perform work and fails to perform such work in the time specified, necessitating completion of the work by OWNER, LICENSEE shall pay OWNER the actual and reasonable cost or costs of such work. OWNER shall not be liable for any loss or damage for undertaking work pursuant to this section unless caused by the sole negligence of OWNER, provided, however, that Licensee's failure to act shall not be considered a form of negligence.
- 3.10 Work Performed by OWNER.** Wherever this Agreement requires OWNER to perform any work, OWNER, at its sole reasonable discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 Default for Nonpayment.** Nonpayment of any amount not disputed in writing due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.

Article 4—Specifications

- 4.1 Installation/Maintenance of LICENSEE's Facilities.** When a Permit is issued pursuant to this Agreement, LICENSEE's Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of LICENSEE's Facilities must

comply with all Applicable Standards. LICENSEE shall be responsible for the installation and maintenance of its facilities. LICENSEE shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, LICENSEE shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by the NESC or NEC.

- 4.2 Tagging.** LICENSEE shall Tag all of its fiber optic Attachments installed after the execution of this Agreement as specified in Appendix D and/or applicable federal, state, and local regulations upon installation of such Attachments. Prior authorized fiber optic Attachments shall be Tagged if LICENSEE physically performs an operation or maintenance function on a prior authorized fiber optic Attachment after the effective date of this Agreement. OWNER failure to provide proper Tagging for Attachments that are installed after the execution of this Agreement will be considered a violation of the Applicable Standards.
- 4.3 Interference.** LICENSEE shall not allow LICENSEE's Facilities to impair the ability of OWNER or any third party to use OWNER's Poles, nor shall LICENSEE allow LICENSEE's Facilities to interfere with the operation of any Owner Facilities. The attachment rights subsequently granted by OWNER to other Attaching Entities pursuant to licenses, permits, or rental agreements shall not limit nor interfere with any prior attachment rights granted to the LICENSEE hereunder or result in further rearrangement or make ready costs without reimbursement.
- 4.4 Protective Equipment.** LICENSEE and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities consistent with Applicable Standards. CenturyLink as LICENSEE shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by IFP's facilities in the event of a contact with such facilities as specified in Applicable Standards.
- 4.5 Violation of Specifications.** If LICENSEE's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and LICENSEE has not corrected or disputed the violation(s) within ninety (90) calendar days from receipt of written notice of the violation(s) from OWNER, or such other time that has been agreed to by the parties, OWNER, at its option, may correct such conditions. OWNER will notify LICENSEE in writing prior to performing such work whenever practicable. When OWNER reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of OWNER's service obligations, or present an immediate threat to the physical integrity of OWNER facilities, OWNER may perform such work and/or take such action as it deems necessary without first giving written notice to LICENSEE. As soon as practicable afterward, OWNER will advise LICENSEE of the actual work performed or the action taken. If LICENSEE was at fault for the violation, LICENSEE shall be responsible for all actual and reasonable costs incurred by OWNER in taking action pursuant to this Paragraph.
- 4.6 Restoration of OWNER Service.** OWNER's service restoration requirements shall take precedence over any and all work operations of LICENSEE on OWNER's Poles.

- 4.7 Effect of Failure to Exercise Access Rights.** If LICENSEE does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within one hundred eighty (180) calendar days of the effective date of such right and any extension to such Permit(s), OWNER may, use the space scheduled for LICENSEE's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, OWNER shall endeavor to make other space available to LICENSEE, upon written or electronic application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If OWNER uses the space for its own needs or makes the space available to other parties, then from the date that OWNER or a third party begins to use such space, LICENSEE may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, LICENSEE's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.
- 4.8 Removal of Nonfunctional Attachments.** At its sole expense, LICENSEE shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service (Nonfunctional Attachment) as provided in this Paragraph 4.8.. Except as otherwise provided in this Agreement, LICENSEE shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless LICENSEE receives written notice from OWNER that removal is necessary to accommodate OWNER's or another Attaching Entity's use of the affected Pole(s), in which case LICENSEE shall remove the Nonfunctional Attachment within sixty (60) days of receiving the written notice.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before LICENSEE occupies any of OWNER's Poles, LICENSEE shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain LICENSEE's Facilities on public or private property. OWNER retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to LICENSEE. LICENSEE's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over LICENSEE's Facilities. LICENSEE shall defend, indemnify, and hold harmless OWNER for all losses, costs, and expenses, including reasonable attorney's fees, that OWNER may incur as a result of claims by governmental bodies, owners of private property, or other persons, that LICENSEE does not have sufficient rights or authority to attach LICENSEE's Facilities on OWNER's Poles.
- 5.2 Lawful Purpose and Use.** LICENSEE's Facilities must at all times serve a lawful purpose, and the use of such facilities must comply with all applicable federal, state and local laws.
- 5.3 Forfeiture of OWNER's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of OWNER's Poles to the extent that LICENSEE's

Attachment would result in a forfeiture of OWNER's rights. Further, if any of LICENSEE's existing facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, LICENSEE shall upon receipt of written notice from OWNER: (i) provide OWNER with a written response that is taking corrective action to remedy the underlying issue creating the claimed potential for forfeiture; or (ii) promptly remove its Facilities. If LICENSEE does not take corrective action or challenge the basis for forfeiture, and subsequently fails to remove its facilities, OWNER may at its option perform such removal at LICENSEE's expense not sooner than the expiration of thirty (30) calendar days from OWNER's issuance of the written notice.

- 5.4 Effect of Consent to Construction/Maintenance.** Consent by OWNER to the construction or maintenance of any Attachments by LICENSEE shall not be deemed consent, authorization, or acknowledgment that LICENSEE has obtained all required Authorizations with respect to such Attachment.

Article 6—Permit Application Procedures

- 6.1 Permit Required.** Except for service drops, LICENSEE shall not make any Attachments to any of OWNER's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B and C. LICENSEE shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A. In the event that a service drop constitutes the initial Attachment to a given Pole, LICENSEE will be required to follow the Permitting process set forth in this Article 6. LICENSEE will be allowed thirty (30) days after the Attachment is made to initiate the Permitting process.
- 6.2 Permits for Overlashing.** As set out in Paragraph 2.10 Permits may be required for any Overlashing allowed under this Agreement and LICENSEE, LICENSEE's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3 Professional Certification.** Unless otherwise waived in writing by OWNER, as part of the Permit application process and at LICENSEE's sole expense, a qualified employee or contractor of LICENSEE must participate in the Pre-Construction Survey and certify that LICENSEE's Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. LICENSEE's qualified employee's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems. OWNER, at its discretion, may waive the requirements of this Paragraph with respect to service drops.
- 6.4 OWNER Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix C, OWNER will review the Permit application and discuss any issues with LICENSEE, including engineering or Make-Ready Work requirements

associated with the Permit application. OWNER acceptance of the submitted design documents does not relieve LICENSEE of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- 6.4.1 Review Period.** OWNER shall review and respond to properly executed and complete Permit applications for routine installations as promptly as is reasonable with a maximum response time of within forty-five (45) days of receipt. For Permit applications seeking Attachments to fifty (50) or more Poles, OWNER and LICENSEE will negotiate a mutually satisfactory longer time frame to complete the Permit application review. OWNER's response will provide a written explanation as to why the Application is being denied, in whole or in part, and if approved provide an estimate of the costs of all Make-Ready Work if necessary.
- 6.4.2** Upon receipt of OWNER's Make-Ready estimate, LICENSEE shall have fourteen (14) business days after receipt to approve the estimate and if advance payment of Make-Ready Work is required, will provide payment within forty-five (45) days of receipt of an invoice for the estimated Make-Ready Work.
- 6.4.3** OWNER will complete routine Make-Ready Work within sixty (60) days of approval and/or receipt of advance payment of Make-Ready Work if required. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions, lead time on materials not in inventory, OWNER shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- 6.4.4** Make-Ready Work for Attachments of wireless Communications Facilities located above the electric space, if authorized under this Agreement, shall be provided on a reasonable, timely basis but are not subject to a specific time period.
- 6.4.5** OWNER may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.
- 6.5 Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, OWNER will sign and return the Permit application, which shall serve as authorization for LICENSEE to make its Attachment(s). If no Make-Ready Work is required, OWNER will issue Permit(s) within forty-five (45) days of receipt of a Permit application.

Article 7—Make-Ready Work/Installation

- 7.1 Estimate for Make-Ready Work.** If OWNER determines that it can accommodate LICENSEE's request for Attachment(s), including Overlapping of an existing Attachment, it will, advise LICENSEE of any estimated Make-Ready Work charges necessary to accommodate the Attachment, within the forty-five (45) day timeframe provide in Article 6.4.1.

- 7.2 Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, OWNER shall invoice LICENSEE for OWNER's actual cost of such Make-Ready Work. Alternatively, OWNER, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. The costs of the work shall be in accordance with Paragraph 3.9 and trued up in accordance with Paragraph 3.8.
- 7.3 Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by OWNER and/or a contractor authorized by OWNER to perform such work. If OWNER cannot perform the Make-Ready Work to accommodate LICENSEE's Facilities within sixty (60) calendar days of LICENSEE's agreement to Make-Ready Work estimate, LICENSEE may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, qualified contractors, if allowed, must be pre-approved by OWNER for such work if they have not been previously pre-approved by OWNER.
- 7.4 Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate LICENSEE's Facilities, OWNER will endeavor to include such work in its normal work schedule. If LICENSEE requests that the Make-Ready Work be performed on a priority basis or outside of OWNER's normal work hours, LICENSEE will pay any resulting increased costs. Nothing in this Agreement shall be construed to require OWNER to perform LICENSEE's work before other scheduled work or OWNER service restoration.
- 7.5 Notification of Make-Ready Work.** Before starting Make-Ready Work, OWNER shall notify all Attaching Entities of the date and location of the scheduled work and shall afford all such Attaching Entities an opportunity to make any modifications to their existing Attachments at their own cost in connection with the Make-Ready Work.
- 7.6 Written Approval of Installation Plans Required.** With the exception of service drops, before making any Attachments to OWNER's Poles, LICENSEE must obtain OWNER's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.
- 7.7 LICENSEE's Installation/Removal/ Maintenance Work.**
- 7.7.1** All of LICENSEE's installation, removal, and maintenance work, by either LICENSEE's employees or authorized contractors, shall be performed at LICENSEE's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of OWNER's Poles, or other Facilities or other Attaching Entity's facilities or equipment. LICENSEE shall not be responsible for the cost and expense of any removal or maintenance work on LICENSEE's facilities that were originally installed per Applicable Standards. All such work is subject to the insurance requirements of Article 18.
- 7.7.2** All of LICENSEE's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. LICENSEE shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all

Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8—Transfers

- 8.1 **Required Transfers of LICENSEE's Facilities.** If OWNER reasonably determines that a transfer of LICENSEE's Facilities is necessary, OWNER will require LICENSEE to perform such transfer at its own expense within sixty (60) calendar days after receiving written notice from OWNER that the Attaching Entities with attachments above LICENSEE have completed the transfer of their facilities, or perform the transfer itself, using its personnel, and/or contractors. If LICENSEE fails to transfer its Facilities within sixty (60) calendar days after receiving such written notice from OWNER, OWNER shall have the right to transfer LICENSEE's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. OWNER shall not be liable for damage to LICENSEE's Facilities except to the extent provided in Paragraph 16. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, OWNER shall provide such advance oral notice as is practical, given the urgency of the particular situation. OWNER shall then provide written notice of any such actions taken within ten (10) days following the occurrence. At the option of the parties, OWNER can be contracted to perform all such transfer work as part of the normal course of business. OWNER will bill LICENSEE at OWNER's actual and reasonable cost. If the parties choose this option a separate transfer agreement must be executed between OWNER and LICENSEE.
- 8.2 **Pole Removal.** The last party attached to a pole shall be responsible for removal, disposal, and liability of such pole. Should LICENSEE be the last party attached to the pole and the facilities are moved by the OWNER pursuant to Article 8.1, LICENSEE shall compensate OWNER for removal of the pole.

Article 9—Modifications and/or Replacements

- 9.1 **LICENSEE's Action Requiring Modification/Replacement.** If any Pole to which LICENSEE desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, OWNER will notify LICENSEE of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of OWNER's Facilities, as well as the existing facilities of other Attaching Entities. If LICENSEE elects to go forward with the necessary changes, LICENSEE shall pay to OWNER the actual and reasonable cost of the Make-Ready Work, performed by OWNER, in accordance with Paragraph 3.9 or performed by the existing Attaching Entity to accommodate the new Attachment of LICENSEE. OWNER, in its discretion, may require advance payment.

The attachment rights subsequently granted by OWNER to other Attaching Entities pursuant to licenses, permits, or rental agreements shall not limit nor interfere with prior attachment rights granted to LICENSEE hereunder or result in further rearrangement or make-ready costs without reimbursement to LICENSEE.

OWNER shall require such Attaching Entities to compensate LICENSEE for actual and reasonable costs incurred in rearranging any of LICENSEE's Attachments necessary to provide clearance, as required in this Agreement, for such Attaching Entities attachments.

9.2 Treatment of Multiple Requests for Same Pole or Conduit. If OWNER receives Permit applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, OWNER will allocate among such licensees the applicable costs associated with such modification or replacement.

9.3 Guying. The use of guying to accommodate LICENSEE's Attachments shall be provided by, and at the expense of, LICENSEE and to the satisfaction of OWNER, as specified in Appendix D. LICENSEE shall not attach its guy wires to OWNER's anchors without prior written permission of OWNER. If permission is granted, Make-Ready Work charges may apply.

9.4 Allocation of Costs. The costs for any rearrangement or transfer of LICENSEE's Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of OWNER's cables or wires) shall be allocated to OWNER and/or LICENSEE and/or other Attaching Entity on the following basis:

9.4.1 If OWNER intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. LICENSEE shall not be responsible for costs associated with the rearrangement or transfer of LICENSEE's Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with OWNER's reacquisition of Reserved Capacity from LICENSEE. Prior to making any such modification or replacement, OWNER shall provide LICENSEE written notification of its intent in order to provide LICENSEE a reasonable opportunity to modify or add to its existing Attachment. Should LICENSEE decide to do so, it must seek OWNER's written permission in accordance with this Agreement. If LICENSEE elects to add to or modify its facilities, LICENSEE shall bear the total incremental costs incurred by OWNER in making the space on the Poles accessible to LICENSEE.

9.4.2 If the modification or replacement of a Pole is necessitated by the requirements of LICENSEE, LICENSEE shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. After receipt of an approved Permit application from OWNER, LICENSEE shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. OWNER shall not be obligated in any way to enforce or administer LICENSEE's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's facilities pursuant to this Paragraph 9.4.2.

- 9.4.3** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than OWNER or LICENSEE, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring LICENSEE's Facilities. LICENSEE shall cooperate with such third-party Attaching Entity to determine the costs of moving LICENSEE's Facilities.
- 9.4.4** If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), OWNER shall pay the costs of such modification or replacement and LICENSEE shall pay the costs of rearranging or transferring its facilities.
- 9.4.5** If the entity which replaces the pole is not the original pole OWNER, and they choose to not reimburse the cost of replacement, the Entity that pays for the cost of installation of a new pole, except the cost of the transfer of facilities, will assume ownership of the new pole.
- 9.5 Pole Removal.** In the event the Licensee does not comply with Article 8.1 and the Licensee is the last attacher to a pole the Licensee will be responsible for removal, disposal, and liability of such pole.
- 9.6 OWNER Not Required to Relocate.** Nothing in this Agreement shall be construed to require OWNER to relocate its Attachments or to modify or replace its Poles for the benefit of LICENSEE.

Article 10—Abandonment or Removal of Owner Facilities

- 10.1 Notice of Abandonment or Removal of Owner Facilities.** If OWNER desires at any time to abandon or remove any Owner Facilities to which LICENSEE's Facilities are attached, it shall give LICENSEE notice in writing to that effect at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such Owner's Facilities. Notice may be limited to sixty (60) calendar days if OWNER is required to remove or abandon its Owner Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether OWNER is offering LICENSEE an option to purchase the Pole(s). If, following the expiration of the 90-day period, LICENSEE has not yet removed and/or transferred all of its facilities and has not agreed to purchase OWNER's Facilities pursuant to Paragraph 10.2, OWNER shall have the right, subject to any applicable laws and regulations, to remove or transfer LICENSEE's Facilities at LICENSEE's expense. OWNER shall give LICENSEE prior written notice of any such removal or transfer of LICENSEE's Facilities.
- 10.2 Option to Purchase Abandoned Poles.** Should OWNER desire to abandon any Pole, OWNER may, in its sole but reasonable discretion, grant LICENSEE the option of purchasing such Pole at a price which is the value in place, at that time, of such abandoned Pole, less cost of removal. LICENSEE must notify OWNER in writing within thirty (30) calendar days of the date of OWNER's written notice of abandonment that LICENSEE

desires to purchase the abandoned Pole. Thereafter, LICENSEE must also secure and deliver proof of all necessary governmental approvals and easements allowing LICENSEE to independently own and access the Pole within forty-five (45) calendar days. Should LICENSEE fail to secure the necessary governmental approvals, or should OWNER and LICENSEE fail to enter into an agreement for LICENSEE to purchase the Pole within forty-five (45) calendar days, LICENSEE must remove its Attachments as required under Paragraph 10.1. If OWNER grants LICENSEE an option to purchase a Pole OWNER wished to abandon and LICENSEE agrees to purchase such Pole, OWNER will convey the Pole to LICENSEE by bill of sale. Nothing in this Agreement shall be construed as requiring OWNER to sell LICENSEE Poles that OWNER intends to remove or abandon.

- 10.3 Underground Relocation.** If OWNER moves any portion of its aerial system underground and purchase of the Poles under Article 10.2 is not an option, LICENSEE shall remove its facilities from any affected Poles within one hundred twenty (120) calendar days of receipt of written notice from OWNER and must either relocate its affected Facilities underground with OWNER or find other means to accommodate its Facilities, including, but not limited to, placement of its own pole(s). If LICENSEE does not remove its Attachments within one hundred twenty (120) days, OWNER shall have the right to remove or transfer LICENSEE's Communications Facilities at LICENSEE's expense.

Article 11—Removal of LICENSEE's Facilities

11.1 Removal on Expiration/Termination. At the expiration or other termination of an individual Permit(s), LICENSEE shall remove its Facilities from the affected Poles at its own expense. If LICENSEE fails to remove such Facilities within one hundred eighty (180) calendar days of expiration or termination or the individual Permits, or some greater period as allowed by OWNER, OWNER shall have the right, but not the obligation, to remove or transfer such Facilities at LICENSEE's expense. If this Agreement expires or is terminated in its entirety and LICENSEE and OWNER are not negotiating a new license agreement to replace it, LICENSEE shall have five (5) years from the date of expiration or termination of this Agreement to remove its facilities from OWNER Poles and will make its best efforts to remove at least twenty percent (20%) of its facilities during each year of such five (5) year period. LICENSEE shall pay OWNER an annual Pole Attachment fee for each Pole bearing its Attachments until all of its Attachments have been removed from the Pole.

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when LICENSEE ceases to have authority to construct and operate LICENSEE's Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Notwithstanding the foregoing, to the extent LICENSEE is actively pursuing a challenge of the revocation of any such permission, LICENSEE may remain on the particular Pole(s) until such time all appeals and remedies are exhausted.

12.2 Surrender of Permit. LICENSEE may at any time surrender any Permit for

Attachment(s) and remove its facilities from the affected Pole(s), provided, however, that before commencing any such removal, LICENSEE must notify OWNER of the proposed date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If LICENSEE surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from OWNER's Facilities within the time frame set forth in the approved plan above, OWNER shall have the right, but not the obligation, to remove or transfer LICENSEE's Attachments at LICENSEE's expense.

Article 13—Inspection of LICENSEE's Facilities

- 13.1 Inspections.** OWNER may conduct an inspection of Attachments at any time. Within one hundred eighty (180) calendar days of receiving written notice from OWNER, LICENSEE shall correct all Attachments that OWNER identifies as being out of compliance with Applicable Standards. If OWNER finds that twenty percent (20%) or more of LICENSEE's Attachments are either in non-compliance or not permitted, LICENSEE shall pay its pro-rata share of the costs of the inspection as it applies to LICENSEE's Attachments.
- 13.2 Notice.** OWNER will give LICENSEE one hundred eighty (180) calendar days advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay. Upon receipt of notice, LICENSEE will notify OWNER if it wishes to participate in the inspection.
- 13.3 No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon OWNER any liability of any kind whatsoever or to relieve LICENSEE of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4 Inventory.** OWNER may conduct an inventory of Attachments made to its Poles no more frequently than once every five (5) years. OWNER shall give LICENSEE at least one hundred eighty (180) calendar days prior written notice of an initial meeting to plan the inventory. At such meeting, OWNER, LICENSEE and all other Attaching Entities shall participate in, among other things, review of the predicted costs to perform the inventory, the selection of an independent contractor for conducting the inventory, as well as the scheduling, scope, extent and reporting of the inventory results. All the data from the inventory shall be made available to the participating parties in an electronic format. The inventory data shall be delivered in a format that is usable by each party as specified by each party. Any party to the inventory shall make any objections to the inventory results with one hundred eighty (180) days of receipt of the inventory data or such objections are waived. To the extent that the respective parties may desire to include items in the inventory that are beneficial only to the requesting party, the additional costs for such items shall be the sole responsibility of the Party requesting them. LICENSEE shall reimburse OWNER for its pro-rata share of the costs of the inventory that are attributable to counting Poles containing LICENSEE's Attachments within forty-five (45) days of receipt of an invoice.

- 13.5 Attachment Records.** Notwithstanding the above inventory provisions, LICENSEE shall furnish to OWNER annually an up-to-date electronic map depicting the locations of its Attachments. If a map is not available, LICENSEE will provide a list in an electronic format specified by OWNER.

Article 14—Unauthorized Occupancy or Access

- 14.1 Unauthorized Access Fee.** Except as otherwise provided in Article 6.1 with respect to Existing Attachments (which are grandfathered in), if any of LICENSEE's Attachments are found occupying any Pole for which no Permit has been issued, OWNER, without prejudice to its other rights or remedies under this Agreement, may assess an unauthorized access fee, as specified in Appendix A, Item 2. LICENSEE shall pay such fee within forty-five (45) calendar days of receiving an invoice thereof.
- 14.2 No Ratification of Unauthorized Use.** No act or failure to act by OWNER with regard to any un-authorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by OWNER of any of its rights or privileges under this Agreement or otherwise, and LICENSEE shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 15—Reporting Requirements

- 15.1** Upon receipt of request by Utility, but not more than annually, LICENSEE shall report Attachments per Article 13.5.

Article 16—Liability and Indemnification

- 16.1 Risk of Loss.** LICENSEE assumes all risk and responsibility for all loss and expense whatsoever incurred by OWNER, joint owners or existing Attaching Entities resulting from damages to Owner Facilities or the associated equipment of OWNER, joint owners or existing Attaching Entities, or the premises surrounding any Owner Facilities, caused by LICENSEE's use of Owner Facilities or otherwise arising in connection with the exercise of the rights of LICENSEE under this Agreement. LICENSEE must immediately report to OWNER the occurrence of any damage or loss.
- 16.2 Indemnification.** The indemnification, hold harmless and defense obligations set forth below in Sections 16.2.1 and 16.2.2: (a) are in addition to any other such obligations set forth elsewhere in this Agreement; and (b) will survive the expiration or termination of this Agreement, or the revocation of any applicable license.
- 16.2.1 LICENSEE Indemnification.**
- 16.2.1.1** LICENSEE will indemnify, hold harmless and defend each OWNER indemnitee from and against any and all damages arising out of a claim by a third party against an OWNER indemnitee for: (a) injury to persons (including libel, slander or death) arising from or related to the act or omission of LICENSEE or it

agents; (b) loss of or damage to tangible or intangible property arising from or related to the act or omission of LICENSEE or its agents; (c) violations of any applicable law by LICENSEE or its agents; or (d) arising from or related to the payment of compensation, employment taxes and benefits in connection with work performed on OWNER OR LICENOR Facilities by LICENSEE or its agents. The indemnification, hold harmless and defense obligations under this Section 16.2.1.1 do not apply to damages resulting from the negligent act or omission or intentional misconduct of OWNER or its agents, or the violation of any applicable law by OWNER OR LICENOR or its agents.

16.2.1.2 LICENSEE will indemnify, hold harmless and defend each OWNER indemnitee from and against any damages arising from or related to the erection, construction, placement, modification, rearrangement, transfer, maintenance, operation, authorized or unauthorized presence, use or removal of LICENSEE equipment, or by its proximity to the facilities of all existing Attaching Entities, or by any act or omission of LICENSEE or its agents in the vicinity of Owner Facilities. This includes any taxes, special charges by others, claims and demands for damages for copyright or patent infringement, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material.

16.2.2 OWNER Indemnification.

16.2.2.1 OWNER will indemnify, hold harmless and defend LICENSEE and its parent, subsidiaries, Affiliates and their respective directors, officers, employees and agents (LICENSEE and the foregoing, each a “LICENSEE Indemnitee”) from and against any and all damages arising out of a claim by a third party against a LICENSEE Indemnitee for: (a) injury to persons (including libel, slander or death) arising from or related to the act or omission of OWNER or its agents; (b) loss of or damage to tangible or intangible property arising from or related to the act or omission of OWNER or its agents; (c) violations of any applicable law by OWNER or its agents; or (d) arising from or related to the payment of compensation, employment taxes and benefits in connection with work performed on Owner Facilities by OWNER or its agents. The indemnification, hold harmless and defense obligations under this Section 16.2.2.1 do not apply to damages resulting from the negligent act or omission or intentional misconduct of LICENSEE or its agents, or the violation of any applicable law by LICENSEE or its agents.

16.2.2.2 OWNER will indemnify, hold harmless and defend each LICENSEE Indemnitee from and against any damages arising from or related to OWNER’s erection, construction, placement, maintenance, operation, use, work on or removal of Owner Facilities, or by any act or omission of OWNER or its agents in the

vicinity of LICENSEE Attachments and LICENSEE equipment.

- 16.3 Claims Notification.** When a party becomes aware of a claim, demand or suit that is subject to the provisions of Sections 16.2.1 and 16.2.2, or any other claim, demand or suit related to indemnity, duty to defend or hold harmless provisions stated elsewhere in this Agreement (each a “Claim”), the party to be indemnified, defended or held harmless (“Indemnified Party”) must promptly give notice of the Claim to the other party (“Indemnifying Party”), accompanied by a copy of any written documentation regarding the matter, including copies of accident reports, petitions, summons, complaints and statements. The Indemnifying Party will defend such Claim with its own counsel and at its own expense, and has the right to control the settlement or defense, except that the Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party’s prior consent, which consent will not be unreasonably withheld, conditioned or delayed. The parties will reasonably cooperate in the settlement or defense of any such Claim, and to the extent legally possible, give each other full access to all relevant information. The Indemnified Party’s own counsel may, at the Indemnified Party’s own cost and expense, participate with the Indemnifying Party and its counsel in the defense or settlement of any such Claim.
- 16.4 Damages Limitation.** Neither party is liable to the other for any indirect, special, consequential, punitive or exemplary damages, such as damages for loss of anticipated profits or revenue or other economic loss, for any claim or cause of action arising out of or related to this Agreement, whether arising in contract, tort or otherwise, except for claims for which a party has an obligation of indemnity under this Agreement, or arising from any grossly negligent, willful or fraudulent act or omission.
- 16.5 Environmental Hazards.** LICENSEE represents and warrants that its use of OWNER’s Poles will not generate any Hazardous Substances, that it will not store or dispose on or about OWNER’s Poles or transport to OWNER’s Poles any Hazardous Substances and that LICENSEE’s Facilities will not constitute or contain and will not generate any Hazardous Substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. “Hazardous Substance” shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or emits radio frequency radiation above occupational limits, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. LICENSEE and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless OWNER and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney’s fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to OWNER’s Poles to the

extent caused by LICENSEE's use of OWNER's Poles.

Should OWNER's Poles be declared to contain Hazardous Substances, OWNER shall be responsible for the disposal of their Pole. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties. Notwithstanding the above, OWNER agrees to defend, indemnify and hold harmless LICENSEE for any claims against LICENSEE related to Hazardous Substances or conditions to the extent caused or created by OWNER.

- 16.6 Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by OWNER of any applicable state limits on municipal liability or governmental immunity.
- 16.7** If either party institutes an action in a court of competent jurisdiction to enforce the terms of this Agreement, and judgment is rendered in one party's favor, the losing party shall pay the prevailing party's reasonable attorney's fees and expenses, including the cost of appeal.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 Duty to Inspect.** LICENSEE acknowledges and agrees that OWNER does not warrant the condition or safety of OWNER's Facilities, or the premises surrounding the Facilities, and LICENSEE further acknowledges and agrees that it has an obligation to inspect OWNER's Poles and/ or premises surrounding the Poles for open and obvious dangers, prior to commencing any work on OWNER's Poles or entering the premises surrounding such Poles. LICENSEE's responsibility is limited only to the extent necessary to perform LICENSEE's work. Any obligation of OWNER with respect to the condition of safety of its facilities separate from the Agreement shall remain solely the obligation of OWNER.
- 17.2 Knowledge of Work Conditions.** By executing this Agreement, LICENSEE warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that LICENSEE will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 DISCLAIMER. OWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO OWNER'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND OWNER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. OWNER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, LICENSEE and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other OWNER facilities. The parties understand and intend that energy

generated, stored, or transported by OWNER facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. LICENSEE shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of OWNER; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, LICENSEE shall furnish its employees, agents, contractors, and subcontractor's competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. LICENSEE agrees that in emergency situations in which it may be necessary to de-energize any part of OWNER's equipment, LICENSEE shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

OWNER shall ensure that its employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, employees of LICENSEE and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, OWNER shall furnish its employees, agents, contractors and subcontractor competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

- 17.5 Requests to De-energize.** If OWNER de-energizes any equipment or line at LICENSEE's request and for its benefit and convenience in performing a particular segment of any work, LICENSEE shall reimburse OWNER in full for all actual and reasonable costs and expenses incurred, in accordance with Paragraph 3.9, in order to comply with LICENSEE's request. Before OWNER de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating LICENSEE's request.
- 17.6 Interruption of Service.** If a party causes an interruption of service by damaging or interfering with any equipment of the other party, the party causing the interruption of service shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify the other party immediately.
- 17.7 Duty to Inform.** LICENSEE further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on OWNER's Poles by LICENSEE's employees, agents, contractors, or subcontractors, and LICENSEE accepts the duty and sole responsibility to notify and inform LICENSEE's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 Policies Required.** The parties recognize and agree that OWNER is a subdivision of the City of Idaho Falls, Idaho, a municipal corporation in the State of Idaho, and, therefore, OWNER is subject to all Idaho laws, including the Idaho Constitution and Idaho State Code. Title 6,

Chapter 9, of the Idaho Code (the Idaho Tort Claims Act) limits OWNER liability. The Idaho Tort Claims Act requires notice of tort claim as a prerequisite to suit for liability for tort claims. Article VIII, Section 4, of the Idaho Constitution prohibits a city from loaning or giving its credit in any amount for any purpose whatsoever to another entity. Additionally, Article VIII, Section 4, prohibits the City from becoming responsible for any debt, contract, or liability of any individual associated with a corporation in or out of the state of Idaho. Nothing in the Article 18 shall obligate OWNER to alter, in any way, its obligations under the Idaho State Code. At all times during the term of this Agreement, Parties shall keep in force and effect all insurance policies as described below:

- 18.1.1 Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Idaho law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation. Each party shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- 18.1.2 Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
- 18.1.3 Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles used in connection with work under this Agreement. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- 18.1.4 Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.
- 18.1.5 Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, structures, fencing, or support systems that may be placed on, within, or around OWNER's Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- 18.2 Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Idaho and have an "A-VII" or better rating in Best's Guide. Such insurance policy or policies will be endorsed to provide primary coverage in the event of any overlapping coverage carried by the other party (subject to the insurable indemnification provisions of this Agreement). All contractors and all of their subcontractors

who perform work on behalf of either party shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type required to obtain under this Article 18 with the same limits.

18.3 Evidence of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, each party will make available to the other party a memorandum of insurance or other proof of insurance evidencing the coverages required by this Article 18. The evidence of insurance shall include workers' compensation and property insurance waivers of subrogation required by this Agreement. It shall be the duty of each party to assure that the other party shall be given thirty (30) calendar days advance written notice of cancellation or nonrenewal of insurance during the term of this Agreement on any or the required coverages that are not replaced. Each party, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be included as Additional Insureds under all of the policies, except workers' compensation and property insurance, which shall be so stated on the evidence of insurance. All policies shall be written on an occurrence and not on a claims-made basis. Each party shall defend, indemnify and hold harmless the other party and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Evidence of CENTURYLINK's insurance is available at www.centurylink.com/moi.

18.4 Limits. The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease each party's exposure to risk.

18.5 Prohibited Exclusions. No policies of insurance required to be obtained by either party or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to a party's employees or agents directly caused by the negligence of the other party, or (4) exclude coverage of liability for injuries or damages caused by either party's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

18.6 Deductible/Self-insurance Retention Amounts. Each party shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

OWNER shall have the right to grant, renew, and extend rights and privileges to others not party

to this Agreement by contract or otherwise, to use OWNER's Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to LICENSEE by the specific Permits issued pursuant to this Agreement.

Article 20—Assignment

- 20.1 Limitations on Assignment.** LICENSEE shall not assign or otherwise transfer its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of OWNER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, LICENSEE shall have a right to assign or transfer this Agreement, in whole or in part and without consent to (i) any entity that controls, is controlled by, or is under common control with LICENSEE, and (ii) any entity that purchases all or substantially all of LICENSEE's assets located in Idaho Falls, Idaho.
- 20.2 Assignee/Transferee and LICENSEE.** Where consent to an assignment or transfer is required, no assignment or transfer will be effective until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of LICENSEE arising hereunder.

Article 21—Failure to Enforce

Failure of OWNER or LICENSEE to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 22 Issue Resolution Process

- 22.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.
- 22.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person

meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 23.

22.5 Confidential Settlement. Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.

22.6 Business as Usual. During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

Article 23—Termination of Agreement

23.1 OWNER shall have the right, pursuant to the procedures set out in this Article 23, to terminate any Permit issued under it, whenever LICENSEE is in default of any material term or condition of this Agreement applicable to such Permit, including, but not limited to, the following circumstances:

23.1.1 Construction, operation, or maintenance of LICENSEE's Facilities in violation of law, or in aid of any unlawful act or undertaking; or

23.1.2 Construction, operation, or maintenance of LICENSEE's Facilities after any authorization required of LICENSEE has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights; or

23.1.3 Construction, operation, or maintenance of LICENSEE's Facilities without the insurance coverage required under Article 18.

23.2 Notwithstanding the foregoing, OWNER will not terminate an individual Permit or this Agreement without first notifying LICENSEE in writing, of any defaults by LICENSEE under this Agreement. LICENSEE shall take immediate corrective action to remedy or eliminate any such defaults within sixty (60) calendar days, or such longer period as the parties may mutually agree, and shall confirm in writing to OWNER when the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.

23.3 If LICENSEE contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.

23.4 If the parties are unable to resolve the dispute and LICENSEE fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, OWNER shall notify LICENSEE in writing of such failure. If LICENSEE has not taken corrective action to remedy or eliminate the condition within thirty (30) days following LICENSEE's receipt of this second notice from OWNER, OWNER may terminate this Agreement or any Permit(s) granted under it thirty (30) calendar days after issuance of the second written notice. In the event of termination of this Agreement or any of

LICENSEE's rights, privileges, or authorizations, OWNER may seek removal of LICENSEE's Facilities pursuant to the terms of Article 11. LICENSEE shall be liable to OWNER for all fees and charges accrued pursuant to the terms of this Agreement until LICENSEE's Facilities are actually removed.

Article 24—Term of Agreement

24.1 This Agreement shall become effective upon its execution and shall continue in effect for an initial term of ten (10) years and, unless terminated by either party after the initial term, shall automatically be renewed for successive one (1) year terms. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given least one hundred eighty (180) calendar days prior to the end of the then-current term.

24.2 Even after the termination of this Agreement, each party's indemnity obligations shall continue with respect to any claims or demands related to this Agreement.

Article 25—Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 26—Notices

26.1 Wherever in this Agreement notice or other communications is required or permitted to be given by either party to the other, such notice shall be in writing and shall be effective when delivered by certified mail with return receipt requested, with postage prepaid, or sent via overnight delivery by a nationally recognized carrier and except where specifically provided for elsewhere, properly addressed as follows:

If to IFP, at: General Manager
Idaho Falls Power
P.O. Box 50220
Idaho Falls, ID 83405

If to CENTURY LINK, at:

Legal Notices:

QWEST Corporation d/b/a CenturyLink QC
Real Estate Transactions and Analysis (RETA)
Mailcode: KS002900200-2C970
600 New Century Parkway
New Century, KS 66031
Attn: Real Estate Manager

And

CenturyLink Law Department
Mailstop: 2310550900-B10.05
1801 California Street
Denver, CO 80202
Attn: Network Legal Group

Billing:

CenturyLink
Poles and Joint Use
700 W. Mineral Ave.
NM M30.13
Littleton, CO 80120-4511

or to such other address as either party, from time to time, may give the other party in writing.

26.2 The above notwithstanding the parties may agree to utilize electronic communications such as Notify® for notifications related to the Permits application and approval process and necessary transfer or Pole modifications.

26.3 Both parties shall maintain an emergency telephone number for reporting damage to facilities or other situations requiring immediate communications between the parties. CenturyLink's 24-hour emergency telephone numbers are (800) 201-4099 and (877) 348-9007. IFP 24-hour emergency number is (208) 612-8437.

Article 27—Entire Agreement

This Agreement and its appendices constitute the entire agreement between the parties concerning Attachments of LICENSEE's Facilities on OWNER's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between OWNER and LICENSEE are superseded and of no further effect. Any Attachments existing prior to the execution of this Agreement are authorized and in conformity with Applicable Standards.

Article 28—Severability and Change in Law

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

The terms, conditions, and rates of this Agreement were composed in order to effectuate the legal requirements and/or parameters in effect at the time the Agreement was produced. In the event that any of the terms, conditions, and/or rates herein, or any of the laws or regulations that were the basis or rationale for such terms, conditions, and/or rates in this Agreement are invalidated, modified or stayed by any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the Parties shall expend diligent efforts to arrive at a written amendment regarding the appropriate conforming modifications to the Agreement.

Article 29—Governing Law

- 29.1 All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Idaho or any regulatory agency of competent jurisdiction.
- 29.2 OWNER and LEESEE will adhere to the provisions of Title 7, of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e), et seq., and all equal opportunity employment laws and regulations promulgated by the United States Equal Employment Opportunity Commission, the Idaho Department of Labor, City of Idaho Falls, and the Idaho Human Rights Commission, in its hiring and recruitment policies for such new full-time jobs.

Article 30—Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement and shall not be modified without mutual agreement in accordance with Article 25.

Article 31—Omitted

Article 32—Force Majeure

- 32.1 If either OWNER or LICENSEE is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slow-downs, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.
- 32.2 OWNER shall not impose any charges on LICENSEE stemming solely from LICENSEE's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that LICENSEE presents OWNER with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse LICENSEE from the timely payment of any fees or charges due OWNER under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

CITY OF IDAHO FALLS, IDAHO

Electric Light Division d/b/a Idaho Falls Power (“IFP”)

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, 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 for Idaho

Residing at Idaho Falls

My Commission Expires: _____

(SEAL)

QWEST CORPORATION D/B/A CENTURY LINK QC

By:_____

Name: _____

Its: _____

ATTEST:

By:_____

Its:_____

STATE OF LOUISIANA)

) ss:

Parish of Ouachita)

On this _____ day of _____, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Qwest Corporation d/b/a Century Link QC, 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.

Notary Public for Louisiana

Residing at:_____

My Commission Expires:_____

(SEAL)

Appendix A—Fees and Charges

Pole Attachment Fees and Charges

Effective Date: 23 November 2021

1. Annual Pole Attachment Fee:

To be set at the FCC Cable Rate – Calculated to be \$18.41 based on 2019 historical data.

For contractual purposes the rate to be \$18.41 effective 1 October 2021 as set by the City of Idaho Falls Fee Resolution. The rate can be modified once a year per the FCC Telecom Formula with a written notice of 60 days. If the parties cannot mutually agree upon the new rate, the LICENSEE will pay the new rate and use Article 22 resolution process to arrive at a mutually agreeable rate.

2. Non-Recurring Fees:

Joint Use Application	As set from time to time by Idaho Falls City Council Resolution
Make Ready Work Charges	See Article 3 of Agreement
Miscellaneous Charges	See Article 3 of Agreement [or Attach Fee Schedule for Work Performed for LICENSEE]
Inspection Fees	See Article 13 of Agreement
Unauthorized Attachment Penalty	Annual attachment fee, per occurrence

Appendix B—

Pole Attachment Permit Application Process

The following procedure is to be followed by each LICENSEE seeking to make new Attachments on OWNER's Poles, or Overlashing to existing Pole tenant facilities on OWNER's Poles. Note that no entity may make any Attachments to OWNER's Poles or overlash to existing Pole tenant facilities on OWNER's Poles without having first entered into a binding Pole Attachment Licensing Agreement with OWNER. Third parties seeking to overlash to an existing Pole tenant facility must also have a written overlash agreement with the Pole tenant to be overlashed. The overlash agreement must be provided to OWNER at the time of application.

1. LICENSEE shall submit OWNER's latest joint use application form to OWNER, or for larger projects in a format that is mutually agreeable to both Parties. The application will, at a minimum, define the following:
 - Poles for which LICENSEE is requesting attaching to or for which they are requesting a modification to the existing attachment.
 - All requested Make-ready work.
 - All clearances
2. OWNER shall review the application and approve, request additional information, or reject with written reasons for rejection.
3. At the attacher's expense, OWNER will review the completed Permit application and discuss any issues with LICENSEE.
4. Upon receipt of written authorization, OWNER will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by OWNER and agreed to by LICENSEE.
5. Upon completion of the Make-Ready Work, OWNER will sign and return the application for Permit authorizing LICENSEE to make its Attachment(s) in accordance with agreed-upon installation plans. At OWNER's discretion, payment of an estimated cost of Make-ready may be required prior to any work being conducted.
6. Unless waived in writing by OWNER, LICENSEE's, OWNER-approved employee, or contractor shall submit written notification to OWNER that installation of the Attachment(s) is complete. OWNER shall complete the Post-Construction Inspection to determine that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete.

Appendix C— Application for Permit

Appendix D—

Special Specifications for LICENSEE's Attachments to OWNER Poles

1. **LICENSEE, when making Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement. Following are engineering and construction practices of special note.**
2. **Clearances**
3. **Vertical Risers:** Unless otherwise directed by OWNER, all Risers, including those providing 120/240 volt power for LICENSEE's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in sealed conduit on stand-off brackets. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
4. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of OWNER Pole. LICENSEE's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces.
5. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, Vaults and/or Enclosures at a minimum of four (4') feet from Poles or other IFP facilities IFP facilities are to be installed or relocated a minimum of four (4') feet from CENTURYLINK's existing Pedestals, Vaults and/or Enclosures.

A. Down Guys and Anchors

1. No Attachment shall be installed on OWNER's Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as is reasonably likely to materially increase the stress or loading on OWNER Poles until all required guys and anchors are installed. **Placing pulling strain on OWNER's poles prior to supporting the pole is cause to immediately stop work.**
2. LICENSEE shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on OWNER's Poles by LICENSEE's Attachments. Anchors must be guyed adequately.
3. Anchors and guy wires must be installed on each OWNER Pole where an angle or a dead-end occurs. LICENSEE shall make guy attachments to Poles at or below its cable/wire Attachment.
4. LICENSEE may not attach guy wires to the anchors of OWNER or third-party user without the anchor owner's specific prior written consent.
5. CENTURYLINK's down guys, if needed, shall be bonded, to the vertical ground wires of IFP's Pole where a ground wire is available, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by OWNER as an item of Make-Ready Work. OWNER will determine if guys should be grounded or insulated.

B. Certification of LICENSEE's Design

1. LICENSEE's Attachment Permit application must be signed certifying that LICENSEE's aerial cable/wire design fully complies with the NESC and OWNER's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of OWNER's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

C. Miscellaneous Requirements

- 1. Cable Bonding:** CENTURYLINK's messenger cable shall be bonded according to NESC rule 92C1 and 215C as a minimum, or at every pole with a vertical ground. If no vertical ground exists on a pole to be bonded, OWNER shall install a pole ground as an item of Make-Ready Work
- 2. Tagging:** All LICENSEE's fiber cables that are permitted after the effective date of this Agreement, shall be identified with a band-type cable Tag or other identification acceptable to OWNER at each Attachment within twelve (12") inches of the Pole. The Tag shall be consistent with industry standards and shall include at least the following: LICENSEE name, which can be read by observation from the ground.

D. OWNER Construction Drawings and Specifications

- 1.** Refer to the IFP Construction Drawings, and obtain additional construction specifications from IFP in accordance with IFP Service Policy

File #: 21-217

City Council Meeting

FROM: Chris H. Fredericksen, Public Works Director
DATE: Thursday, August 5, 2021
DEPARTMENT: Public Works

Subject

Ordinance Revision for Title 2 adding Chapter 16 to establish a Development Impact Fee Advisory Committee

Council Action Desired

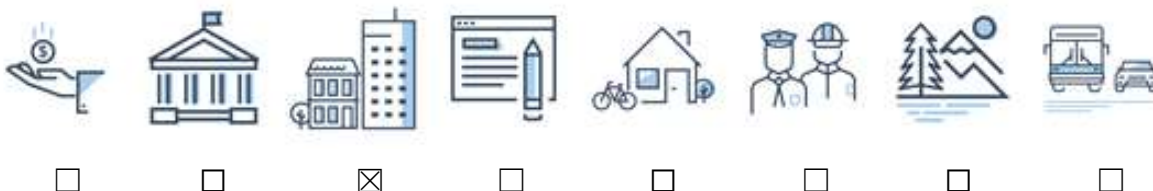
- ☒ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the ordinance revision under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Public Works and with other city departments have been working with the consulting firm, TischlerBise, to evaluate and develop impact fees for the city. Idaho Code Title 67, Chapter 82 directs those cities considering the adoption of such impact fees to establish a Development Impact Fee Advisory Committee. The proposed ordinance, written by our City Attorney addresses this requirement.

Alignment with City & Department Planning Objectives



This ordinance revision supports the community-oriented result of well-planned growth and development by adhering to statutory requirement in establishing a Development Impact Fee Advisory Committee.

Interdepartmental Coordination

Other appropriate departments have reviewed and approve of the proposed ordinance revision.

Fiscal Impact

N/A

Legal Review

The ordinance revision was prepared by the Legal Department.

2021-64

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ESTABLISHING A DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE AND ITS PURPOSES, DUTIES, ORGANIZATION, AND RULES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, a development impact fee program provides an equitable means of providing public facilities and infrastructure needed to serve new growth and development; and

WHEREAS, Idaho Code Title 67, Chapter 82 (the “Idaho Development Impact Fee Act”) directs that cities considering the adoption of such impact fees establish a Development Impact Fee Advisory Committee; and

WHEREAS, said Act sets forth ongoing duties and responsibilities of the Development Impact Fee Advisory Committee that would be best fulfilled by a regular standing committee, established by City ordinance; and

WHEREAS, the Council believes that this Ordinance improves City functions; clarifies the expectations of City committees, commissions, and boards.

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

SECTION 1: Title 2, Chapter 16 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

2-16-1: ESTABLISHMENT: The Development Impact Fee Advisory Committee (“Committee”) is hereby established. The Mayor, with the consent of the Council, shall appoint five (5) voting members to the Committee. The Committee shall include not less than two (2) members who are active in the business of development, building, or real estate. All members shall be residents of the City. No members shall be employees or officials of any governmental entity. Members shall be selected without regard to political affiliation, race, color, national origin, gender, family status, sex, handicap, sexual orientation, gender identity/expression or religion. Committee members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with interest, expertise, and experience to be non-voting ex-officio members of the Committee.

2-16-2: PURPOSE: The purpose of the Committee is to advise and assist the Director of the Public Works Department, the Mayor, and the Council in matters related to the City's proposed and adopted development impact fees, in compliance with Idaho Code provisions related thereto.

2-16-3: DUTIES: The Committee shall have the following powers, duties, and responsibilities:

- A. Assist the governmental entity in adopting land use assumptions; and
- B. Review the capital improvements plan, and proposed amendments, and file written comments; and
- C. Monitor and evaluate implementation of the capital improvements plan; and
- D. File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees.
- E. All other activities required by Idaho Code related to development impact fees.

2-16-4: ORGANIZATION: During the first meeting of each calendar year, the Committee shall elect, by majority vote of the Committee, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected.

2-16-5: TERMS: Each Committee member shall be appointed to serve a term of three (3) years, except that the terms of the initial Board members may be less than three years as necessary to provide for staggered terms of office. Terms of no more than three (3) members shall expire in any calendar year. Committee members may be reappointed.

2-16-6: 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.

2-16-7: VACANCY: The Mayor, with the consent of the Council, shall appoint a qualified member to fill any unexpired term of a Committee member in the event of a vacancy.

2-16-8: 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 in determining the number required for a quorum or whether a quorum is present.

2-16-9: OPEN MEETINGS: The Committee shall meet as often as deemed necessary by the Director of the Public Works Department. All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law. The Director of the Public Works Department shall keep minutes and other appropriate records pursuant to the Idaho Code.

2-16-10: MINUTES: The Committee shall provide an annual report, as approved by the Director of the Public Works Department, to the Council with respect to City capital improvement plans related to impact fees and any perceived inequities in implementing the plan or imposing development impact fees.

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.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK

REBECCA L. NOAH CASPER, Ph.D. MAYOR

(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; ESTABLISHING
A DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE AND IT’S
PURPOSES, DUTIES, ORGANIZATION, AND RULES; PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



Memorandum

File #: 21-214

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director

DATE: Tuesday, August 3, 2021

DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 28.

Council Action Desired

☐ Ordinance

☐ Resolution

☐ Public Hearing

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

1. Approve the Development Agreement for Fairway Estates Division No. 28 and give authorization for the Mayor and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Accept the Final Plat for Fairway Estates Division No. 28 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. 28 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. 28. The Planning and Zoning Commission considered this item at its September 15, 2020, meeting and recommended approval. 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 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, Engineering, Survey, and Parks and Rec.




Fiscal Impact

NA



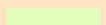





Legal Review

This application has been reviewed by Legal pursuant to applicable law.

Legend

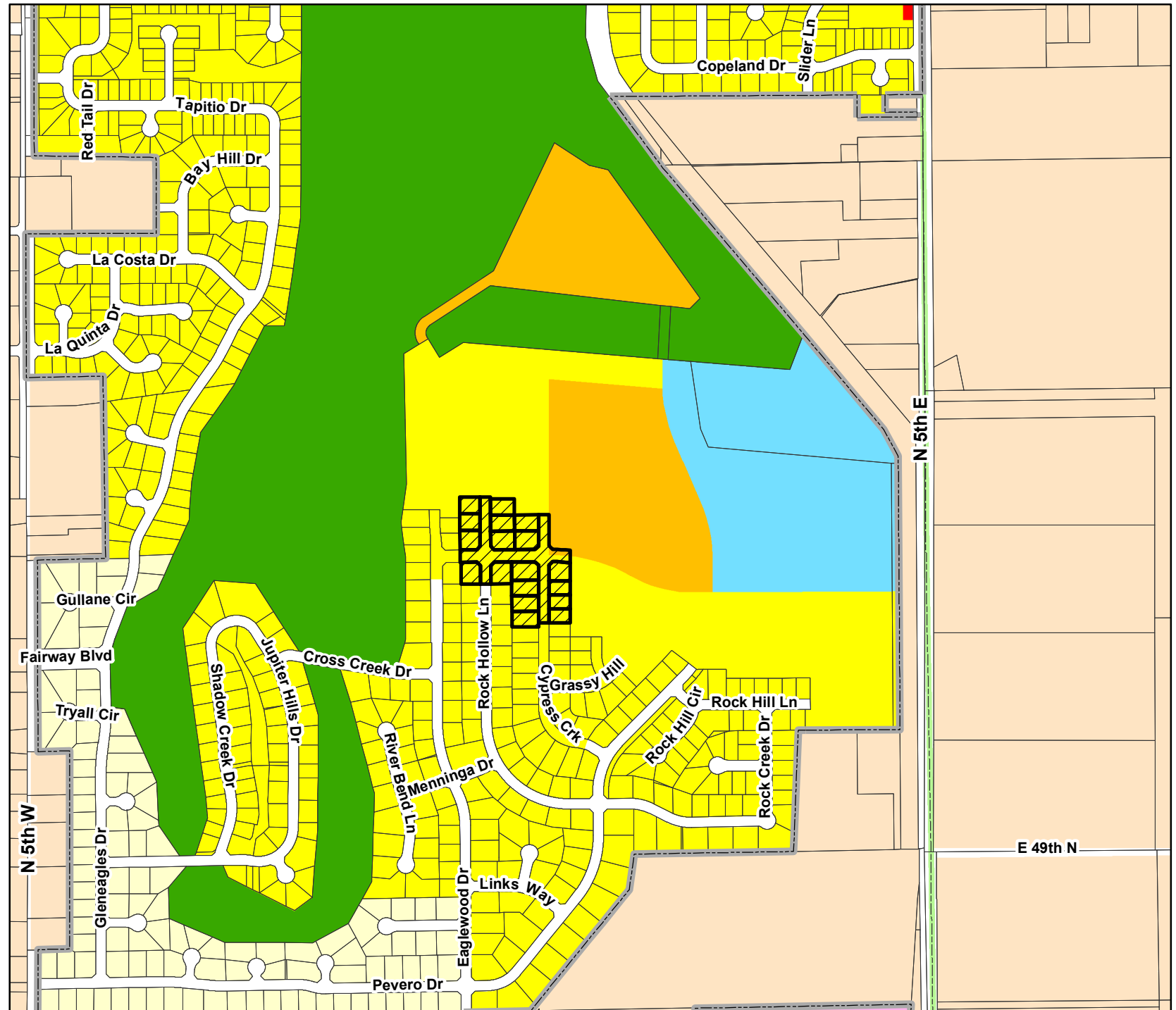
-  fairway28
-  City Limits
-  Area of Impact

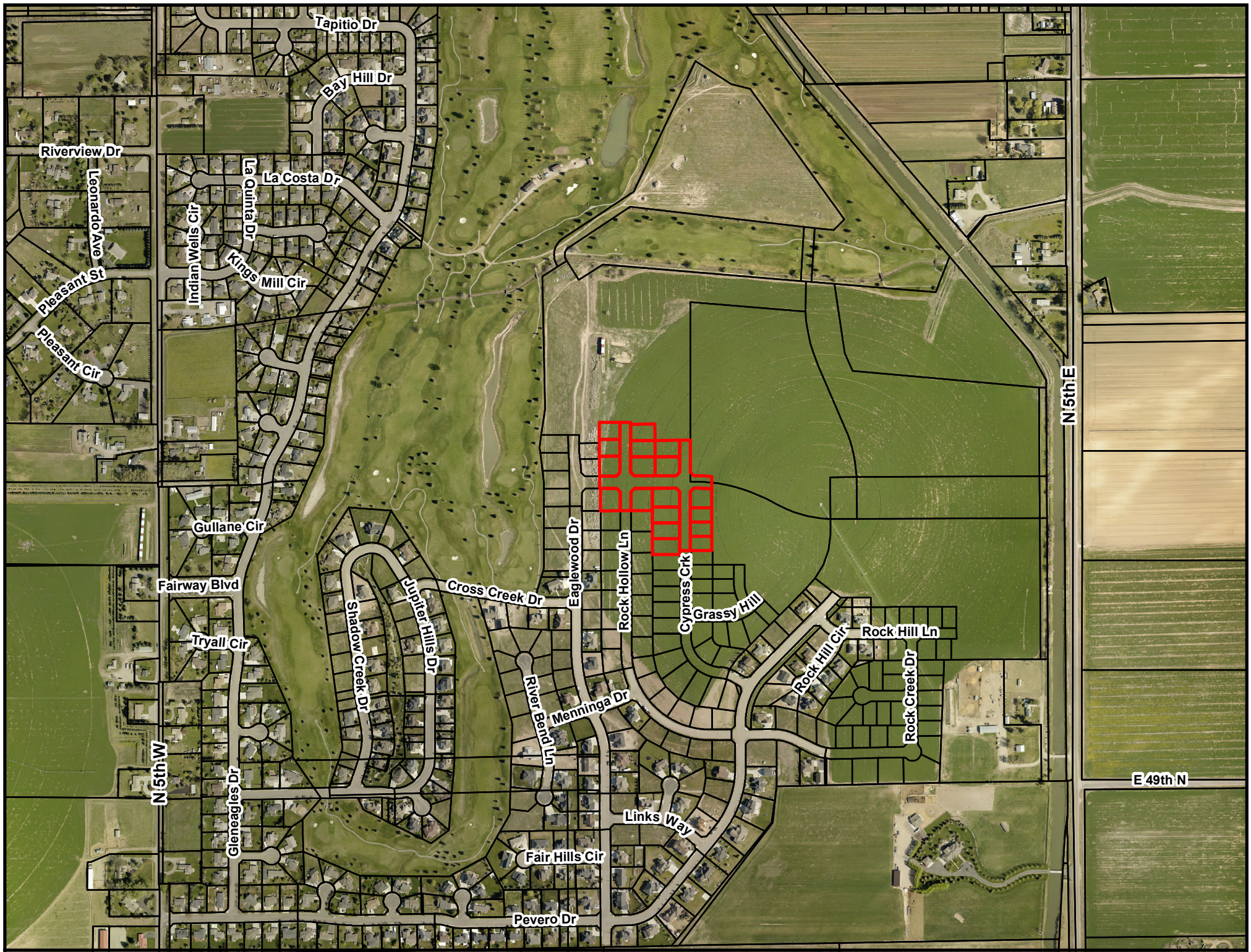
Overlays

-  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





Tapitio Dr

Bay Hill Dr

Riverview Dr

Leonardo Ave

Pleasant St

Pleasant Cir

Indian Wells Cir

La Quinta Dr

La Costa Dr

Kings Mill Cir

Gullane Cir

Fairway Blvd

Tryall Cir

N 5th W

Gleneagles Dr

Shadow Creek Dr

Juniper Hills Dr

Cross Creek Dr

River Bend Ln

Fair Hills Cir

Pevero Dr

Eaglewood Dr

Menninga Dr

Rock Hollow Ln

Links Way

Cypress Crk

Grassy Hill

Rock Hill Cir

Rock Hill Ln

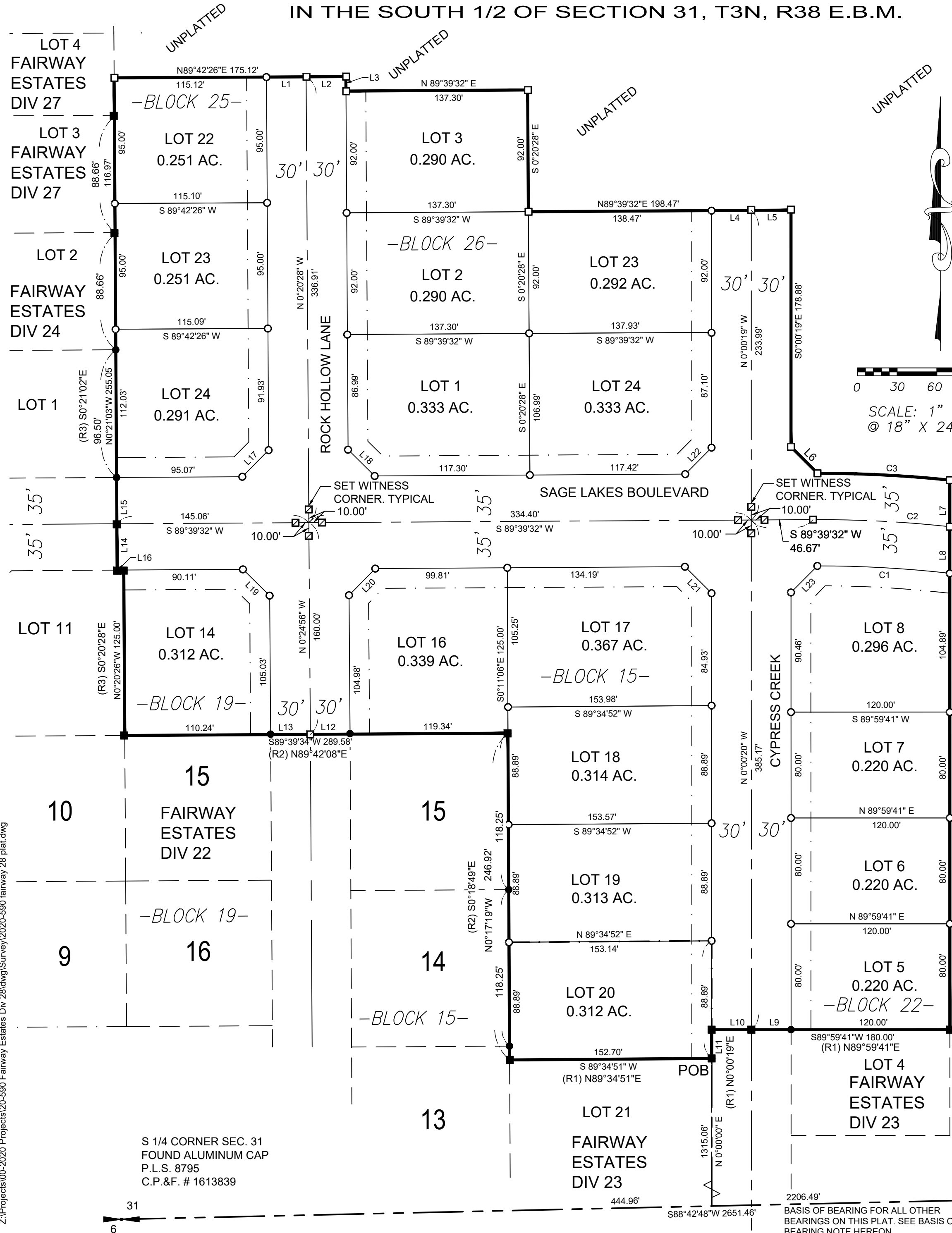
Rock Creek Dr

N 5th E

E 49th N

FAIRWAY ESTATES

DIVISION NO. 28,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SOUTH 1/2 OF SECTION 31, T3N, R38 E.B.M.



BOUNDARY DESCRIPTION

PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE S 88°42'48" W 2206.49 FEET ALONG THE SOUTH SECTION LINE; THENCE NORTH 1315.06 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 15, FAIRWAY ESTATES, DIVISION NO. 23, RECORDED AS INSTRUMENT NO. 1627973; SAID CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID DIVISION NO. 23 S 89°34'51" W 152.70 FEET TO THE NW CORNER OF LOT 21 BLOCK 15 OF SAID FAIRWAY ESTATES DIV. 23, ALSO BEING ON THE EASTERLY BOUNDARY OF FAIRWAY ESTATES DIVISION NO. 22, RECORDED AS INSTRUMENT NO. 1584575, THENCE ALONG THE BOUNDARY OF SAID DIVISION 22 THE FOLLOWING TWO (2) COURSES (1) N 00°17'19" W 246.92 FEET TO THE NE CORNER OF LOT 15, BLOCK 15 OF SAID FAIRWAY ESTATES DIV. 22; (2) S 89°39'34" W 289.58 FEET TO THE NW CORNER OF LOT 15, BLOCK 19 OF SAID FAIRWAY ESTATES DIV. 22 AND THE EASTERLY BOUNDARY OF FAIRWAY ESTATES DIVISION 24, RECORDED AS INSTRUMENT NO. 1627974 AND THE EAST LINE OF FAIRWAY ESTATES DIV. 27, RECORDED AS INSTRUMENT NO. 1679681; THENCE ALONG SAID DIVISION 24 THE FOLLOWING THREE (3) COURSES (1) N 00°20'26" W 125.00 FEET; (2) S 89°39'32" W 5.02 FEET; (3) N 00°21'03" W 255.05 FEET TO THE SE CORNER OF LOT 3, BLOCK 25 OF SAID FAIRWAY ESTATES DIV. 27; THENCE ALONG SAID EAST LINE OF FAIRWAY ESTATES DIV. 27 N 00°21'03" W 116.97 FEET; THENCE N 89°42'26" E 175.12 FEET; THENCE S 00°20'28" E 10.90 FEET; THENCE N 89°39'32" E 137.30 FEET; THENCE S 00°20'28" E 92.00 FEET; THENCE N 89°39'32" E 198.47 FEET; THENCE S 00°00'19" E 178.88 FEET; THENCE S 45°03'50" E 28.31 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 100.14 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 935.00 FEET, DELTA = 6°08'11") CHORD BEARS S 87°03'14" E 100.09 FEET; THENCE S 00°00'19" E 415.31 FEET TO THE NE CORNER OF LOT 4 BLOCK 22 OF FAIRWAY ESTATES DIV. 23; THENCE ALONG THE NORTHERLY BOUNDARY OF FAIRWAY ESTATES DIV. 23 THE FOLLOWING TWO (2) COURSES (1) S 89°59'41" W 180.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF CYPRESS CREEK; (2) S 00°00'20" E 21.73 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.637 ACRES, MORE OR LESS.

LEGEND

- PLSS CORNER CONTROL
- PLACED 5/8" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
 - PLACED 1/2" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571
 - PLACED 5/8" X 24" IRON ROD WITH CAP MARKED HLE P.L.S. 15571 AND STAMPED W.C. FOR WITNESS CORNER
 - FOUND 5/8" IRON ROD WITH CAP MARKED L.S. 15571 UNLESS OTHERWISE NOTED.
 - FOUND 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 15571 UNLESS OTHERWISE NOTED.

POB POINT OF BEGINNING

SURVEYED PLAT BOUNDARY LINE

LOT LINE

SECTION CONTROL LINE

15' PUBLIC UTILITY EASEMENT (P.U.E.)

- (R1) RECORD BEARING FAIRWAY ESTATES DIV. 23. RECORDED AS INST #1627973
- (R2) RECORD BEARING FAIRWAY ESTATES DIV. 22. RECORDED AS INST #1584575
- (R3) RECORD BEARING FAIRWAY ESTATES DIV. 24. RECORDED AS INST #1627974

Line Table		
Line #	Length	Direction
L1	30.00	N89°42'26"E
L2	30.00	N89°42'26"E
L3	10.90	S0°20'28"E
L4	30.00	N89°39'32"E
L5	30.00	N89°39'32"E
L6	28.31	S45°03'50"E
L7	35.20	S0°00'19"E
L8	35.22	S0°00'19"E
L9	30.00	S89°59'41"W
L10	30.00	S89°59'41"W
L11	21.73	S0°00'20"E
L12	30.00	N89°39'34"E
L13	30.00	S89°39'34"W
L14	35.00	N0°21'03"W
L15	35.00	N0°21'03"W
L16	5.02	S89°39'32"W
L17	28.28	S44°39'32"W
L18	28.28	N45°20'28"W
L19	28.27	S45°22'42"E
L20	28.30	N44°37'18"E
L21	28.37	S45°10'24"E
L22	28.20	S44°49'36"W
L23	28.25	S44°55'43"W

BASIS OF BEARINGS

CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004. DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) U.S. SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. ALL BEARINGS ARE GRID NORTH ALONG THE CENTRAL MERIDIAN.

Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	100.26'	865.00'	6°38'27"	100.20'	N86°49'01"W
C2	103.52'	900.00'	6°35'26"	103.47'	N87°02'46"W
C3	100.14'	935.00'	6°08'11"	100.09'	S87°03'14"E

TOTAL DEDICATED RIGHT OF WAY = 2.393 ACRES

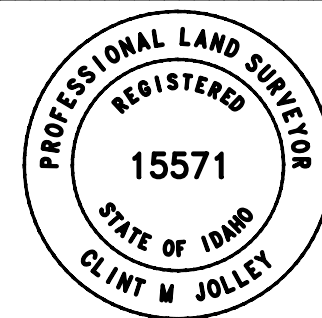
SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE THIS PROPERTY INTO SINGLE DWELLING LOTS. THE CITY OF IDAHO FALLS 2004 CONTROL WAS USED IN THIS SURVEY. BOUNDARY LINES ARE BASED ON ADJACENT FAIRWAY ESTATES DIVISION NO. 22 (INSTRUMENT NO. 1584575), DIVISION NO. 23, (INSTRUMENT NO. 1627973), DIVISION 24 (INSTRUMENT NO. 1627974), AND DIVISION NO. 27 (INSTRUMENT NO. 1679681) AND FOUND PROPERTY MONUMENTS.

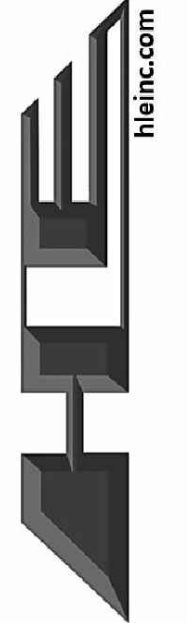
SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS FAIRWAY ESTATES, DIVISION NO. 28, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

P.L.S. 15571



CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764



DRAWN BY DESIGN BY CHECK BY

RLR HLE CMJ

JOB NO: 2020-590

DATE: July 8, 2021

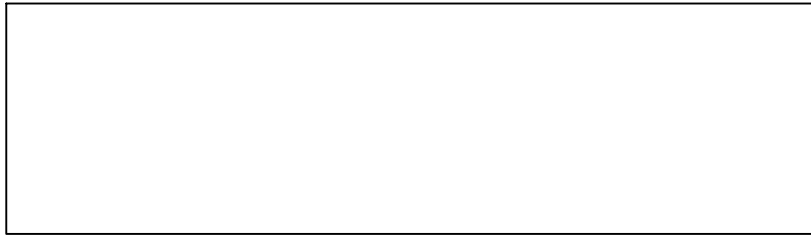
REVISIONS DATE

FAIRWAY ESTATES
DIVISION NO. 28,
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
IN THE SOUTH 1/2 OF SECTION 31, T3N, R38 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT FAIRWAY ESTATES, DIVISION NO. 28,
WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

DATE _____
BONNEVILLE COUNTY RECORDER



CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF
IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 20____.

MAYOR

CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)
_____) :SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY APPEARED KEVIN ALLCOTT, KNOWN OR
IDENTIFIED TO ME TO BE THE PRESIDENT OF CAMBRIDGE DEVELOPMENT INC.
AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE
FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM
CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE
THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

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

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

DRINKING WATER SYSTEM CERTIFICATE

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS
_____ DAY OF _____, 20____.

CAMBRIDGE DEVELOPMENT INC., AN IDAHO CORPORATION

KEVIN ALLCOTT - PRESIDENT

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

DATE:

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, CAMBRIDGE
DEVELOPMENT INC., AN IDAHO CORPORATION, IS THE LAWFUL OWNER OF THE TRACT OF
LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS
CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS AND STREETS,
WHICH PLAT SHALL HEREAFTER BE KNOWN AS FAIRWAY ESTATES DIVISION NO. 28, A
SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO.

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

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

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

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

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

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

CAMBRIDGE DEVELOPMENT INC., AN IDAHO CORPORATION

KEVIN ALLCOTT - PRESIDENT

COUNTY SURVEYOR'S VERIFICATION

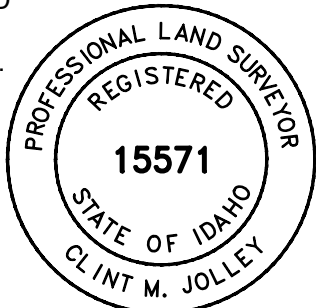
I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE
OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES
WITH I.C. §50-1305.

DATE: _____
BONNEVILLE COUNTY SURVEYOR, SHANE C. REMER PLS 12222

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS
SUBDIVISION, DESIGNATED AS FAIRWAY ESTATES, DIVISION NO. 28, WAS
MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND
CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN
ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

P.L.S. 15571 _____



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hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
RLR	HLE	CMJ
JOB NO: 2020-590		
DATE: July 8, 2021		
REVISIONS		DATE

SUBDIVISION PLAT
FAIRWAY ESTATES DIVISION 28

SEC. 31, T. 3 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.
2

OF 2 SHEETS

STAFF REPORT
Final Plat
Fairway Estates Division 28
August 12, 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. 7.64 acres
Lots: 18

Existing Zoning:

Site: R1
North: R1
South: R1
East: R1
West: R1

Existing Land Uses:

Site: Vacant
North: Vacant
South: Residential
East: Vacant
West: Residential

Future Land Use Map:

Lower density

Attachments:

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

Requested Action: To approve the final plat.

History: This property was annexed in 2019 and different portions 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 18 residential lots. The lots meet the minimum requirements for the R1 zone. This plat provides additional east west cross connection between previous phases of the development along Sage Lakes Boulevard. Sage Lakes Blvd is a residential collector, and the other streets are local.

As part of the preliminary plat a restriction was placed that 120 lots could be developed within the subdivision before a connection, to the east, was made with Lewisville Highway. Since the approval of the preliminary plat Division 23 removed 25 lots; Division 24 removed an additional 7 lots which left a total of 88 lots, approximately two years ago. Since then, Divisions 25 and 27 have also been recorded which brings the total down to 49. Division 26 has not been approved but includes 11 lots. Because the divisions are being recorded out of order there may be a difference between the Commission's meeting minutes and staff reports regarding the number of lots. Division 28 includes 18 lots which will bring the balance to 31 lots before improvement/connection to Lewisville Highway will be required.

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.	Collector Sage Lakes Blvd Local Rock Hollow, Cypress Creek

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.

11-3-4: 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)

September 15, 2020

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Arnold Cantu

MEMBERS ABSENT: Lindsey Romankiw

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; 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:

Morrison moved to approve the September 1, 2020 Minutes with the requested typo corrections, Cantu seconded the motion. Black called for roll call vote: Morrison, yes; Hicks, yes; Cantu, yes; Dixon, yes; Denney, yes; Wimborne, yes. The motion passed unanimously.

Business:

5. PLAT 20-033: FINAL PLAT. Fairway Estates Division 28.

Applicant: Kevin Alcott, 101 Park Ave, Idaho Falls, Idaho. Alcott stated this is continuing to get platting done and following the course of their preliminary plat. Alcott believes the staff report covers everything.

Black asked about the lots being cut in half, and will that pose a problem at the end, because they will run out of lots. Alcott stated that they have made the lots slightly larger and so at the end they will end up with one less lot on that block.

Dixon asked about the agreement about the 120 lots developed before the connection to Lewisville Highway, and asked if that was based on number of residences, or distance from the existing access points. Dixon stated that as the lots become bigger you are getting farther away quicker with the same number of residences.

Alcott stated that there were two components of the discussion and one was the number related to automotive traffic and the other was the fire department issues with regards to the international fire code. Alcott stated that there was a large map provided and agreed to by the fire department and they cannot go outside of the arch, and that covers the distance and the number of lots is covered as well.

Wimborne asked how close they are to meeting the goals to get the access to Lewisville Highway. Alcott stated that they have committed to doing it after no more than 120 lots, and they have had internal discussions about potentially building the bridge this winter or next winter and when it makes sense financially, they will do it. Wimborne asked how close they are to the 120 lots. Alcott stated that the staff notes indicate how many have been approved, but not how many have been developed. Alcott stated that they have developed 32 lots out of the 120.

Dixon asked about the rate of construction and although things are slow with Covid, it seems Idaho is the go-to place. Dixon asked if they are seeing a demand for single family residential lots. Alcott stated that demand is good, and part of the reason you are seeing him regularly, is because last year they were shut down and had no building or ability to construct lots, and they are not interested in being put in that position again, so they are getting the work ahead of them. Alcott stated that the demand for lots is strong, but the concern remains with the high cost to develop lots at some point you reach a point of inelasticity and people won't be able to afford to buy them. Alcott stated that they are not there yet, but he is cautious because he doesn't want to get lots and inventory that have a high cost basis and no one can afford to buy homes on that lot. Alcott stated that the price per sheet of OSB was \$22 which is a huge component of a framing package. Alcott stated that having these final plats approved will allow them to react faster.

Hicks asked where the road will cross the bridge and has there been any efforts toward permitting. Alcott stated that they had an agreement since 2006 that the crossing of the canal and there is no reason to believe that the canal company won't support them. Alcott stated that the banking crisis 14 years ago changed the building climate.

Wimborne appreciates the update and understands they are juggling inventory versus investment. Wimborne encouraged Alcott to think about the access and as the development builds out it is an important part of the development to relieve pressure on the current residents. Wimborne understands Alcott is not making a commitment but is heartened that they are looking at doing the bridge maybe before the 120-lot level.

Morrison commended Alcott for pushing and they know housing is a problem in Idaho Falls, and the effort to keep the development going will be a good star for the City when it is finished.

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

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Intermountain Industrial park. Hicks seconded the motion. Black called for roll call vote: Morrison, yes; Hicks, yes; Cantu, yes; Dixon, yes; Denney, yes; Wimborne, yes. The motion passed unanimously.

Cramer stated that they are ready to do more trainings and they could do it this Friday or next Friday.

Black thought the information they received was valuable and interesting and would like to get the information sooner than later before the holidays.

Wimborne's plans have changed, and she can meet on Friday.

Dixon indicated that this meeting was easier than the few in the past. Black agreed it is much better in chambers.

There was a consensus to meet wither this Friday or next Friday.

Cramer thanked Brent McLane for his work, and this will be his last meeting as he has taken a position in Pocatello.

Wimborne feels that doing two short meetings is better than one long meeting and she feels she makes better decisions. Commissioners agreed that they would rather have 2 short meetings than one long meeting per month.

Black adjourned the meeting at approximately 8:30 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

DEVELOPMENT AGREEMENT
FAIRWAY ESTATES DIVISION NO. 28

This DEVELOPMENT AGREEMENT FAIRWAY ESTATES DIVISION NO. 28 ("AGREEMENT"), made this _____ day of _____, 2021, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, ("CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CAMBRIDGE DEVELOPMENT INC., an Idaho corporation ("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 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. **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. **Non-Discrimination.** DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

28. **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

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 they are authorized to execute the same for and on behalf of said City.

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

(Seal)

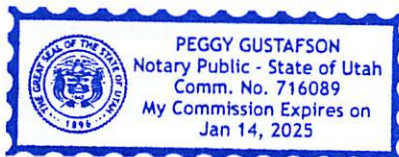
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF Utah)
) ss:
County of Davis)

On this 2nd day of August, 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 they are 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. 28

PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST B.M.,
BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE S 88°42'48" W 2206.49 FEET ALONG THE SOUTH SECTION LINE; THENCE NORTH 1315.06 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 15, FAIRWAY ESTATES, DIVISION NO 23, RECORDED AS INSTRUMENT NO. 1627973, SAID CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID DIVISION NO. 23 S 89°34'51" W 152.70 FEET TO THE NW CORNER OF LOT 21 BLOCK 15 OF SAID FAIRWAY ESTATES DIV. 23., ALSO BEING ON THE EASTERLY BOUNDARY OF FAIRWAY ESTATES DIVISION NO 22, RECORDED AS INSTRUMENT NO. 1584575, THENCE ALONG THE BOUNDARY OF SAID DIVISION 22 THE FOLLOWING TWO (2) COURSES (1) N 00°17'19" W 246.92 FEET TO THE NE CORNER OF LOT 15, BLOCK 15 OF SAID FAIRWAY ESTATES DIV. 22; (2) S 89°39'34" W 289.58 FEET TO THE NW CORNER OF LOT 15, BLOCK 19 OF SAID FAIRWAY ESTATES DIV. 22 AND THE EASTERLY BOUNDARY OF FAIRWAY ESTATES DIVISION 24, RECORDED AS INSTRUMENT NO. 1627974 AND THE EAST LINE OF FAIRWAY ESTATES DIV. 27, RECORDED AS INSTRUMENT NO. 1679681; THENCE ALONG SAID DIVISION 24 THE FOLLOWING THREE (3) COURSES (1) N 00°20'26" W 125.00 FEET; (2) S 89°39'32" W 5.02 FEET; (3) N 00°21'03" W 255.05 FEET TO THE SE CORNER OF LOT 3, BLOCK 25 OF SAID FAIRWAY ESTATES DIV 27; THENCE ALONG SAID EAST LINE OF FAIRWAY ESTATES DIV. 27 N 00°21'03" W 116.97 FEET; THENCE N 89°42'26" E 175.12 FEET; THENCE S 00°20'28" E 10.90 FEET; THENCE N 89°39'32" E 137.30 FEET; THENCE S 00°20'28" E 92.00 FEET; THENCE N 89°39'32" E 198.47 FEET; THENCE S 00°00'19" E 178.88 FEET; THENCE S 45°03'50" E 28.31 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 100.14 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA (RADIUS = 935.00 FEET, DELTA = 6°08'11") CHORD BEARS S 87°03'14" E 100.09 FEET; THENCE S 00°00'19" E 415.31 FEET TO THE NE CORNER OF LOT 4 BLOCK 22 OF FAIRWAY ESTATES DIV. 23; THENCE ALONG THE NORTHERLY BOUNDARY OF FAIRWAY ESTATES DIV. 23 THE FOLLOWING TWO (2) COURSES (1) S 89°59'41" W 180.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF CYPRESS CREEK; (2) S 00°00'20" E 21.73 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.637 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS FAIRWAY ESTATES DIVISION NO. 28

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Three Thousand Dollars Six Hundred Dollars \$3,600.00 (18 lots zoned residential at \$200 per lot) payable as follows:

Upon execution of this AGREEMENT: \$ 3,600.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is One Thousand Seven Hundred Twelve dollars and Nine-two Cents \$1,712.92 (228,389 square feet net area at \$.0075 per square foot) payable as follows:

Upon execution of this AGREEMENT: \$ 1,712.92

S-C 3.00 Access. Access to this Subdivision 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 the Subdivision 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 CITY Engineer.

S-C 7.00 Lewisville Highway Connection Improvements. The Preliminary Plat for this Subdivision approved by CITY Planning and Zoning Commission references a restriction for development on 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 eighteen (18) lots of the forty-nine (49), leaving a balance of thirty-one (31) 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 sixteen thousand nine hundred sixty-four dollars and twenty cents (\$16,964.20; 7,010 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 NO. 28, LOCATED 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 July 22, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 15, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on August 12, 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 7.64 acre parcel located generally North of W 33rd N, East of N 5th W, South of W 65th N, West of N 5th E.
3. A remainder of 31 lots will be available for development after these lots, before a bridge crossing is required to connect the Lewisville Highway and this development.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
5. 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 #: 21-191

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director

DATE: Tuesday, August 3, 2021

DEPARTMENT: Community Development Services

Subject

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: 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East.

Council Action Desired

☒ Ordinance

☐ Resolution

☒ Public Hearing

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

1. Approve the Ordinance annexing 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 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 (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LM and HC and airport overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 25.960 acres, SE ¼ of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.

Fiscal Impact

NA






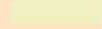

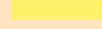









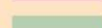
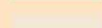



Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

-  Annex 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



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





Annexation and Initial Zoning

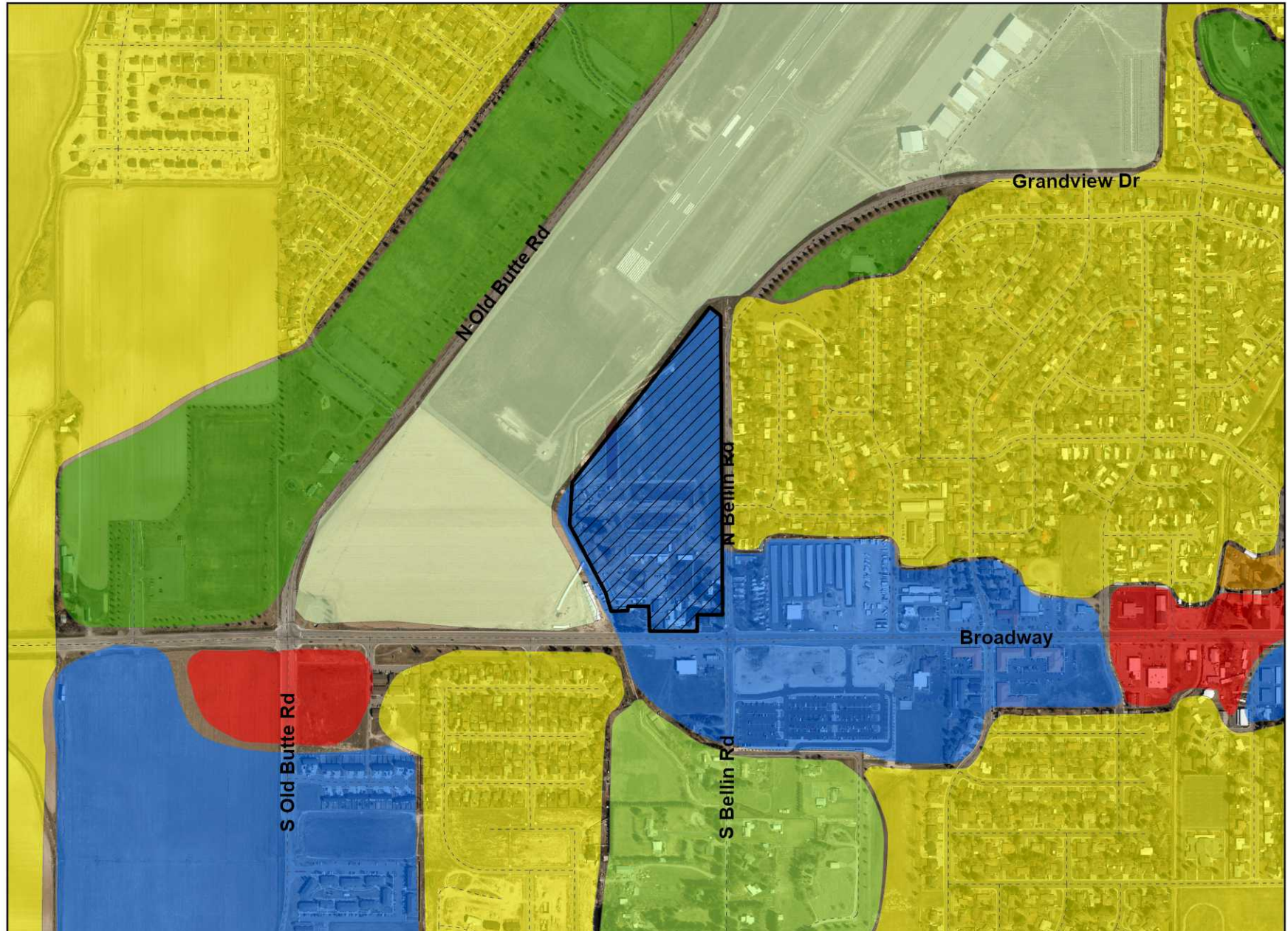
ANNX20-016 Annexation & Initial Zoning of LM, Reeds Dairy

 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








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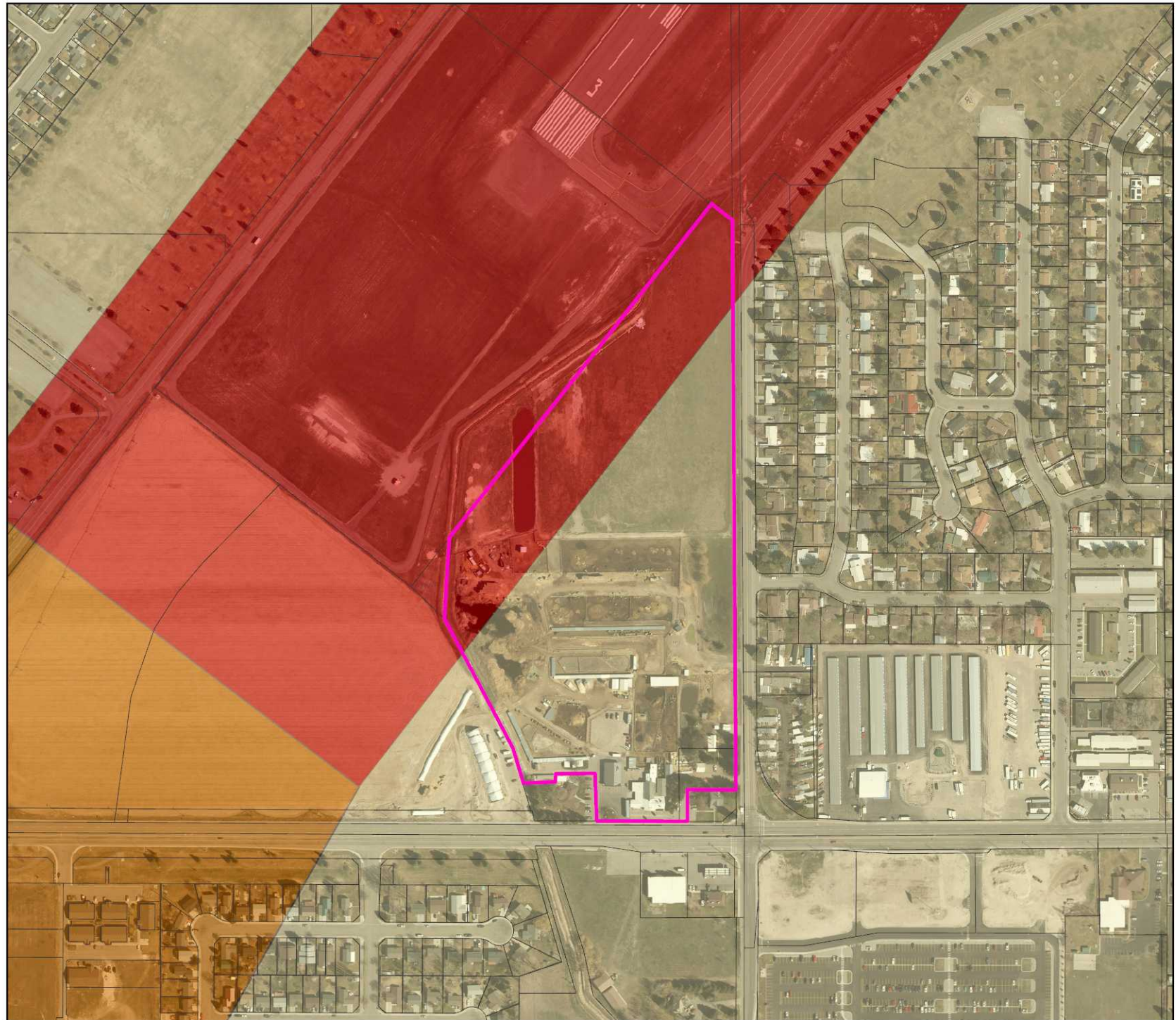


Legend

IFRA Off Airport Land Use

Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Annex Area



STAFF REPORT
Annexation & Initial Zoning of LM, HC & Airport Overlay Zones
Approximately 25.960 acres, SE ¼ of Section 15, Township 2
North, Range 37 East
August 12, 2021



Community
Development
Services

Applicant: HLE, Inc

Project Manager: Naysha Foster

Location: Generally located North of W Broadway, East of N Old Butte Rd, South of Idaho Falls Airport, West of N Bellin Rd.

Size: 25.960 acres

Zoning:

Existing: County A-1

North: LM

South: LC & County C-2

East: RP & RMH

West: LM

Proposed Zoning: LM & HC

Existing Land Uses:

Site: Commercial

North: Airport Runway

South: Commercial/Res

East: Residential

West: Ag

Future Land Use Map:

Employment Center

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To approve the annexation and initial zoning of LM, Light Manufacturing and Heavy Commercial and HC, Highway Commercial to the Mayor and City Council.

Staff Comments: This property consists of approximately 25.960 acres and is on W Broadway just south of the Airport Runway. It is known as Reeds Dairy. This property is surrounded by City limits. This property has operated as a dairy since the mid to late 60's. The current use would be grandfathered under the current operation. On April 20, 2021, the Planning and Zoning Commission recommended approval to the Mayor and City Council.

Annexation: This is a Category "A" annexation as it is requested by the property owner. The property is surrounded by City limits and receives city services. Annexation of the property is consistent with the policies of the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is LM, Light Manufacturing and Heavy Commercial and HC, Highway Commercial. The Comprehensive plan identifies this area as Employment Center. The LM and HC Zones are consistent with the Employment Center as it allows for office space, small restaurants and limited retail. Agriculture and Agriculture Tourism is an allowed use in the LM zone with a Conditional Use Permit. The HC Zone also allows for office space, restaurants, retail, and health care and social services which is not allowed in the LM zone. The HC zone does not permit Agriculture and Agriculture Tourism. A majority of the property is proposed to be HC (east side along Bellin) and a smaller portion on the west side is proposed to be LM. Most of the property is in the Limited Development Airport Overlay zone, with a strip along the north property line along the airport runway property, in the No Development zone. In Table 11-5-6: Compatible Uses in the Airport Overlay, the Limited Development Zone allows most of the same land uses allowed in the LM Zone, according to Table 11-2-3: Allowed Uses in Industrial Zone.

Staff Recommendation: Staff and the Planning and Zoning Commission recommend approval of the annexation and initial zoning of LM, HC and the Airport Overlay zones as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:

Lands served by railroad/airport facilities and near or adjacent to State highways shall be retained for industrial development. To protect our economy, we need to protect those lands offering railroad access or airport access adjacent to major arterial highways. (p. 52)

Encourage a number of locations in the City for industry and large employers. There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p. 52)

Assure there are sufficiently large vacant areas within and adjacent to the City to accommodate new industry. Modern one-story buildings with loading and storage facilities may require 50 to 100 acres. Working with Bonneville County and neighboring communities, we need to monitor our supply of vacant industrially zoned land near railroads and major highways with available utilities to assure sites are available to new employers. (p. 53)

Encourage heavier industries to locate in the northern areas of the community or separate such uses from residential areas by open space or land use buffers. Heavy industrial processes which generate off-site noise, glare, odor and smoke should be located in areas where compatibility with neighbors is not an issue. (p. 53)

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(D) HC Highway and General Commercial Zone. The 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 variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

11-3-7: PURPOSE OF INDUSTRIAL ZONES

(A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.

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.				

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/30*	0/30*
Rear	0/30*	0/30*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualifications that follow in 11-3-8A (1-2) of this Zoning Code.		

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)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use*	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C ₂	P		C ₂
Agriculture Tourism	C ₂	P		C ₂
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C ₂
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C ₂		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C ₂
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C ₂	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Eating Establishment, Limited	P	P	P	
Equipment Assembly and Sales	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		
Fuel Station, Super	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C ₂	C ₂	C ₂	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C ₂	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C ₂
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18)

Table 11-5-6: Compatible Uses in the Airport Overlay

"N" denotes a use that is not compatible and is prohibited.

"Y" denotes a use that is compatible.

"C" denotes a use that is compatible that meets one or more of the following indicated conditions where applicable:

- a. Residential densities must be less than nine (9) units per acre for areas of parcels located within the sixty five (65) decibel limit on the IFRA Noise Contours Map (located in the City's Planning Division)
- b. Structures shall be shifted away from runway centerline when possible
- c. A recorded aviation easement is required
- d. A recorded aviation easement is required if within one thousand feet (1000') of the runway.
- e. Permitted uses will not create bodies of water, or generate smoke, steam, or other visual obstruction
- f. An Airport Disclosure Note is required on plats recorded after the adoption of this Section.

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Accessory use	N	C ^{c,f}	Y	Y
Adult Business	N	C ^{c,f}	Y	Y
Agriculture	N	Y	Y	Y
Agriculture Tourism	N	C ^{c,f}	Y	Y
Airport	Y	Y	Y	Y
Amusement Center, Indoor	N	N	Y	Y
Amusement Center, Indoor Shooting Range	N	N	Y	Y
Amusement Center, Outdoor	N	C ^{c,e,f}	C ^e	Y
Animal Care Clinic	N	C ^{c,e,f}	Y	Y
Animal Care Facility	N	C ^{c,f}	Y	Y
Artist Studio	N	C ^{b,c,e,f}	C ^e	C ^e
Auction, livestock	N	C ^{c,e,f}	Y	Y
Bed and Breakfast	N	N	C ^{a,b,f}	C ^{d,f}
Boarding /Rooming House	N	N	C ^{a,b,f}	C ^{d,f}
Building Contractor Shop	N	C ^{b,c,f}	Y	Y
Building Material, Garden and Farm Supplies	N	C ^{b,c,f}	Y	Y
Cemetery	N	C ^{c,e,f}	C ^e	Y
Club	N	N	Y	Y
Communication Facility	N	C ^{b,c,e,f}	Y	Y
Correctional Facility or Jail	N	C ^{b,c,e,f}	C ^{b,e}	Y
Day Care, all Types	N	C ^{b,c,f}	Y	Y
Drinking Establishment	N	C ^{b,c,f}	Y	Y

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Drive-through Establishment	N	C ^{b,c,f}	Y	Y
Dwelling, accessory unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, multi-unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit attached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit detached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, two unit	N	N	C ^{a,b,f}	C ^{d,f}
Eating Establishment	N	C ^{b,c,f}	Y	Y
Eating Establishment, limited	N	C ^{b,c,f}	Y	Y
Equipment Assembly	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Entertainment and Cultural Facilities	N	N	Y	C ^e
Equipment Sales, Rental and Services	N	C ^{b,c,f}	Y	Y
Financial Institutions N	N	C ^{b,c,f}	Y	Y
Food Processing, small scale	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Processing N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Store N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station, super N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Health Care and Social Services N N Y Y	N	N	Y	Y
Higher Education Center N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Home Occupation N N Y Y	N	N	Y	Y
Hospital N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Industry, Craftsman N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Heavy N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Light N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Information Technology N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Laundry and Dry Cleaning N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Live-Work	N	N	C ^{a,b,f}	C ^{d,f}
Lodging Facility	N	N	C ^{a,b,f}	C ^{d,f}
Manufactured Home	N	N	C ^{a,b,f}	C ^{d,f}
Medical Support Facility	N	C ^{b,c,f}	Y	Y
Mobile Home Park	N	N	C ^{a,b}	C ^{d,f}
Mortuary	N	N	Y	Y
Park and Recreation Facility	N	N	Y	Y
Parking Facility	C ^{b,c,f}	C ^{b,c,f}	Y	Y
Pawn Shop	N	C ^{b,c,f}	Y	Y
Personal Service	N	C ^{b,c,f}	Y	Y
Planned Unit Development	N	N	C ^{a,d,f}	C ^{d,f}
Professional Service	N	C ^{b,c,f}	Y	Y
Public Service Facility	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Public Service Facility, limited	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Public Service Use	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Railroad Freight Terminal and Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Recreational Vehicle Park	N	N	C ^{a,b,f}	C ^{d,f}
Religious Institution	N	N	Y	Y
Research and Development	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Residential Care Facility	N	N	C ^{a,b,f}	C ^{d,f}
Retail	N	C ^{b,c,f}	Y	Y
School	N	C ^{b,c,f}	Y	Y
Short Term Rental	N	N	C ^{a,b,f}	C ^{d,f}
Storage Facility, Indoor	N	C ^{b,c,f}	Y	Y
Storage Facility, self serve	N	C ^{b,c,f}	Y	Y
Storage Yard	N	C ^{b,c,f}	Y	Y
Terminal Yard, trucking and bus	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Transit Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Vehicle Body Shop	N	C ^{b,c,f}	Y	Y
Vehicle Repair and Service	N	C ^{b,c,f}	Y	Y
Vehicle Sales and Rentals	N	C ^{b,c,f}	Y	Y
Vehicle Washing Facility	N	C ^{b,c,f}	Y	Y
Warehouse	N	C ^{b,c,f}	Y	Y
Warehouse, Wholesale with flammable materials	N	N	C ^b	Y

Approach Surface Height Zone. The inner edge of this Zone coincides with the width of the primary surface and is one thousand (1,000) feet wide. The Approach Surface Height Zone expands outward uniformly from the edge of the runway to a width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet. Its centerline is the continuation of the centerline of the runway.

April 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Natalie Black, George Morrison, Joanne Denney.

MEMBERS ABSENT: Margaret Wimborne, Lindsey Romankiw, Arnold Cantu

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: Morrison moved to approve the Minutes of the March 16, 2021 with requested corrections, Hicks seconded the motion and it passed unanimously.

Public Hearing:

1. ANNEX 20-016: ANNEXATION/INITIAL ZONING. Annexation & Initial Zoning of LM.

Dixon opened the public hearing.

Applicant: Clint Jolley, HLE. Jolley indicated the property is 26 acres located on the corner of Broadway and Bellin, with a proposed zoning of LM. Jolley stated that this is the first step in developing the property further. Dixon asked if the intention is to continue with the Dairy or move the Dairy. Jolley indicated that they intend to move the cows and keep the processing plant and create a state-of-the-art creamery. Jolley stated that currently the use would be grandfathered in, and they wouldn't be allowed to expand the operation of the dairy.

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

Dixon stated that the staff notes show the uses for commercial, not LM. Dixon asked what allowed uses are in LM. Foster listed the uses that are not allowed, including: adult businesses, processing without retail sales, health care and social services, heavy industrial, freight terminal stations, railroad, recreational vehicle parks.

Hicks asked if the airport has a problem with this change. Foster indicated that the developer has been working with the FAA and the Airport, and no concerns have been raised at this point.

Black asked if the applicant requested the zone or was that suggested by the City. Beutler indicated it is both the applicant's request and what the City would recommend. Black asked if with a conditional use permit, they will still be allowed to do everything they are currently doing as grandfathered use. Black asked how that happens. Foster indicated that if they did agriculture and agriculture tourism that would be allowed in the LM Zone and that is the current use with the creamer and petting zoo. Black confirmed that whatever they are going to do is consistent with the LM Zone. Black stated that it makes her nervous that they need the CUP and wants to make sure LM is the best zone. Foster has had meeting with the owners and managers and discussed what they are currently doing and what the proposed use, both the City and applicant felt this is the best zone for them. Dixon asked about the CUP that Black has mentioned and asked if it is

called out somewhere in the request. Foster stated that it is not called out, it is part of the staff report. Beutler clarified that it is a grandfathered use, so as it came into the City it would still be grandfathered and they can continue operations, and they do not need a CUP because it is a grandfathered use. Beutler stated that if they were going to change the use, or turn it into a more of tourism use, then they would need the CUP.

Support/Opposition.

Daniel Kingston, 421 Ashment, Idaho Falls, Idaho. Kingston had a question about Foster's comment about medical facilities. Kirkham indicated that this is not a question-and-answer session.

Dixon closed the public hearing.

Black stated that it seems straight forward as long as the applicant is ok with the LM zoning. Morrison agreed with Black.

Black moved to recommend to the Mayor and City Council approval of the Annexation of Approximately 26.28 Acres, SE ¼ of Section 15, Township 2, North, Range 37 East, with initial zoning of LM, Hicks seconded the motion. Dixon called for roll call vote: Black, yes; Denney, yes; Hicks, yes; Morrison, 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 ANNEXATION OF APPROXIMATELY 25.960 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2021.

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 ANNEXATION OF APPROXIMATELY 25.960 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.”

Kathy Hampton, City Clerk

(SEAL)

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH RANGE 37 E.B.M.
BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE N00°21'34"W 143.29 FEET; THENCE S89°38'13"W 25.00 FEET, TO THE POINT OF BEGINNING AND BEING A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3291; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING TWO (2) COURSES; (1) THENCE N89°42'21"W 150.00 FEET; (2) THENCE S00°21'34"E 97.99 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2349; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING ONE (1) COURSE; (1) THENCE N89°42'21"W 279.79 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2379; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING FOUR (4) COURSES; (1) THENCE N03°10'09"W 145.91 FEET; (2) THENCE N89°59'58"W 120.81 FEET; (3) THENCE S01°00'06"E 26.39 FEET; (4) THENCE S88°20'11"W 100.42 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2349; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING TWO (2) COURSES; (1) THENCE N16°44'00"W 118.01 FEET; (2) THENCE N27°45'21"W 445.51 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3303; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING ONE (1) COURSE; (1) THENCE N03°32'38"E 251.03 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1181; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING ONE (1) COURSE; (1) THENCE N37°55'26"E 1306.46 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3303; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING ONE (1) COURSE; (1) THENCE S52°04'34"E 88.64 FEET TO A POINT ON THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1735; THENCE ALONG SAID ANNEXATION NUMBER THE FOLLOWING ONE (1) COURSE; (1) THENCE S00°21'34"E 1754.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.960 ACRES, MORE OR LESS.

Submitted by:

Eng/Survey Firm Name: Harper-Leavitt Engineering Inc.

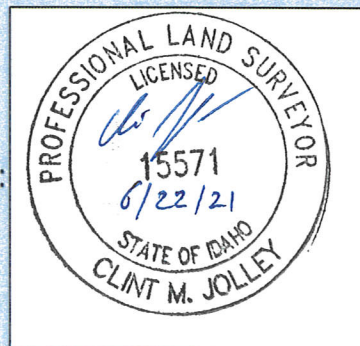
Contact Name: Clint Jolley

Phone Number: 208.524.0212

Email: lf@hleinc.com

Page ____ of ____

PLS Seal:



Z:\Projects\100-2020 Projects\100-626 Reeds Dairy - Danielle Kingston\dwg\Survey\20-626 Reeds Dairy.dwg

ANNEX ORDINANCE

CITY OF IDAHO FALLS
BONNEVILLE COUNTY
PART OF SE 1/4 OF SECTION 15, T. 2 N., R. 37 E.B.M.

CITY OF IDAHO
FALLS ANNEXATION
ORDINANCE NO. 3303

ORDINANCE RECORDED WITH THE
BONNEVILLE COUNTY RECORDERS OFFICE
AS INSTRUMENT NO. _____

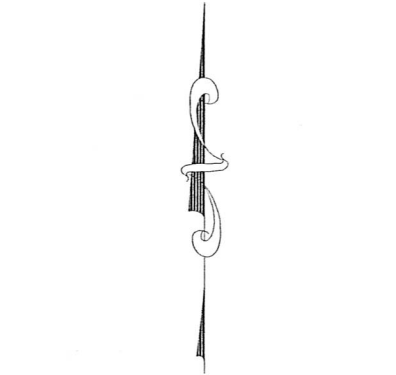
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CONTAINING 25.960 ACRES, MORE OR LESS.

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L7	100.42	S88°20'11"W
L8	150.00	N89°42'21"W
L9	97.99	S0°21'34"E



SCALE: 1" = 200'

LEGEND

- ANNEXATION BOUNDARY LINE
—— SECTION CONTROL LINE
P.O.B. POINT OF BEGINNING

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3303

CITY OF IDAHO FALLS
ANNEXATION NO. 2349

CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2379

CITY OF IDAHO FALLS ANNEXATION OF ORDINANCE NO. 2349

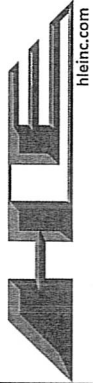
PARCEL CONTAINS
25.960 ACRES

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 1735

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3291



CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764



DRAWN BY	DESIGN BY	CHECK BY
RLR		CMJ
JOB NO: 2020-626		
DATE: AUGUST 24, 2020		
REVISIONS	DATE	

CITY OF IDAHO FALLS ANNEXATION

PART OF SECTION 15,
T. 2 N., R. 37 E.B.M.

BONNEVILLE COUNTY, IDAHO

SHEET NO.	
1	1
OF SHEETS	

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF 25.960 ACRES SE ¼ OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST, GENERALLY LOCATED NORTH OF W BROADWAY, EAST OF N OLD BUTTE ROAD, SOUTH THE IDAHO FALLS AIRPORT, AND WEST OF N BELLIN ROAD.

WHEREAS, the City of Idaho Falls filed an application for annexation on August 26, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 22, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on August 12, 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 City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 25.960 acres located generally north of W Broadway, east of N Old Butte Rd, south of Idaho Falls Airport, and west of N Bellin Rd.
3. This property is within the city's area of impact.
4. The application is a Category "A" annexation.
5. The property is surrounded by City limits.
6. The Comprehensive Plan designates this area Employment Center.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca Casper - Mayor



Memorandum

File #: 21-192

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Community Development Services

Subject

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: 25.960 acres, in the SE1/4 of Section 15, Township 2 North, Range 37 East.

Council Action Desired

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

1. Assign a Comprehensive Plan Designation of "Employment Center" and approve the Ordinance establishing the initial zoning for LM, HC and the appropriate Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LM, HC and Airport Overlay Zones and give authorization for the mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LM, HC and Airport Overlay Zones which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 25.960 acres, in the SE1/4 of Section 15, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval of LM by a unanimous vote. Staff recommends the requested zoning of LM and HC.

Alignment with City & Department Planning Objectives



Interdepartmental Coordination

Consideration of the initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Fiscal Impact

NA






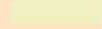

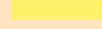









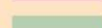
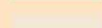



Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

-  Annex 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



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





Annexation and Initial Zoning

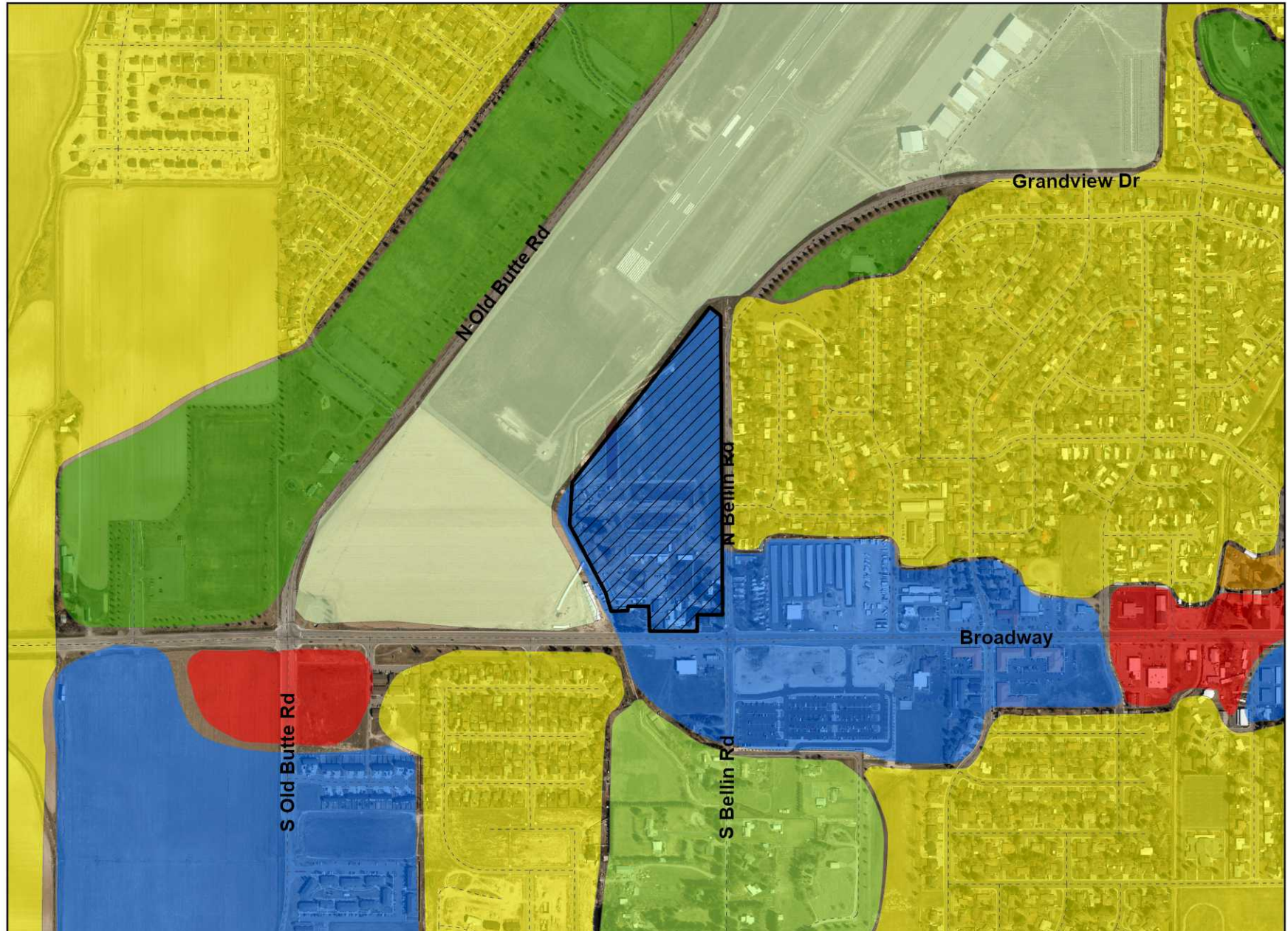
ANNX20-016 Annexation & Initial Zoning of LM, Reeds Dairy

 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



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 25.960 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LM, HC AND AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LM and HC Zone and Airport Overlay Zones for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Employment Center”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Employment Center”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 22, 2021 and recommended approval of zoning the subject property to LM and HC Zone with the Airport Overlay Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 12, 2021.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Employment Center.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LM and HC Zone with the Airport Overlay Zones.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LM” and “HC” Zone with the Airport Overlay Zones and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 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 INITIAL ZONING OF APPROXIMATELY 25.960 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS LM AND HC WITH THE AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

ANNEX ORDINANCE

CITY OF IDAHO FALLS
BONNEVILLE COUNTY
PART OF SE 1/4 OF SECTION 15, T. 2 N., R. 37 E.B.M.

CITY OF IDAHO
FALLS ANNEXATION
ORDINANCE NO. 3303

ORDINANCE RECORDED WITH THE
BONNEVILLE COUNTY RECORDERS OFFICE
AS INSTRUMENT NO. _____

ANNEXATION IN A PORTION OF THE
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RANGE 37 E.B.M. BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

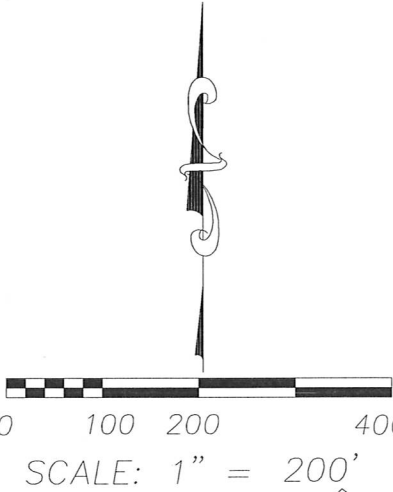
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CONTAINING 25.960 ACRES, MORE OR LESS.

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 1735

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3291

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LEGEND

- ANNEXATION BOUNDARY LINE
- SECTION CONTROL LINE
- P.O.B. POINT OF BEGINNING
- ZONING - HC
- ZONING - LM

CITY OF IDAHO FALLS
ANNEXATION ORDINANCE
NO. 3303

CITY OF IDAHO FALLS
ANNEXATION NO. 2349

CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2379

CITY OF IDAHO FALLS ANNEXATION OF ORDINANCE NO. 2349

PARCEL CONTAINS
25.960 ACRES

BELLIN ROAD

BROADWAY



DRAWN BY	DESIGN BY	CHECK BY
RLR		CMJ
JOB NO: 2020-626		
DATE: AUGUST 24, 2020		
REVISIONS		DATE

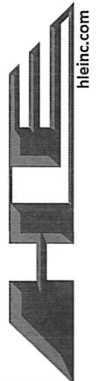
CITY OF IDAHO FALLS ANNEXATION

PART OF SECTION 15,
T. 2 N., R. 37 E.B.M.

BONNEVILLE COUNTY, IDAHO

SHEET NO.	1
OF SHEETS	1








CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
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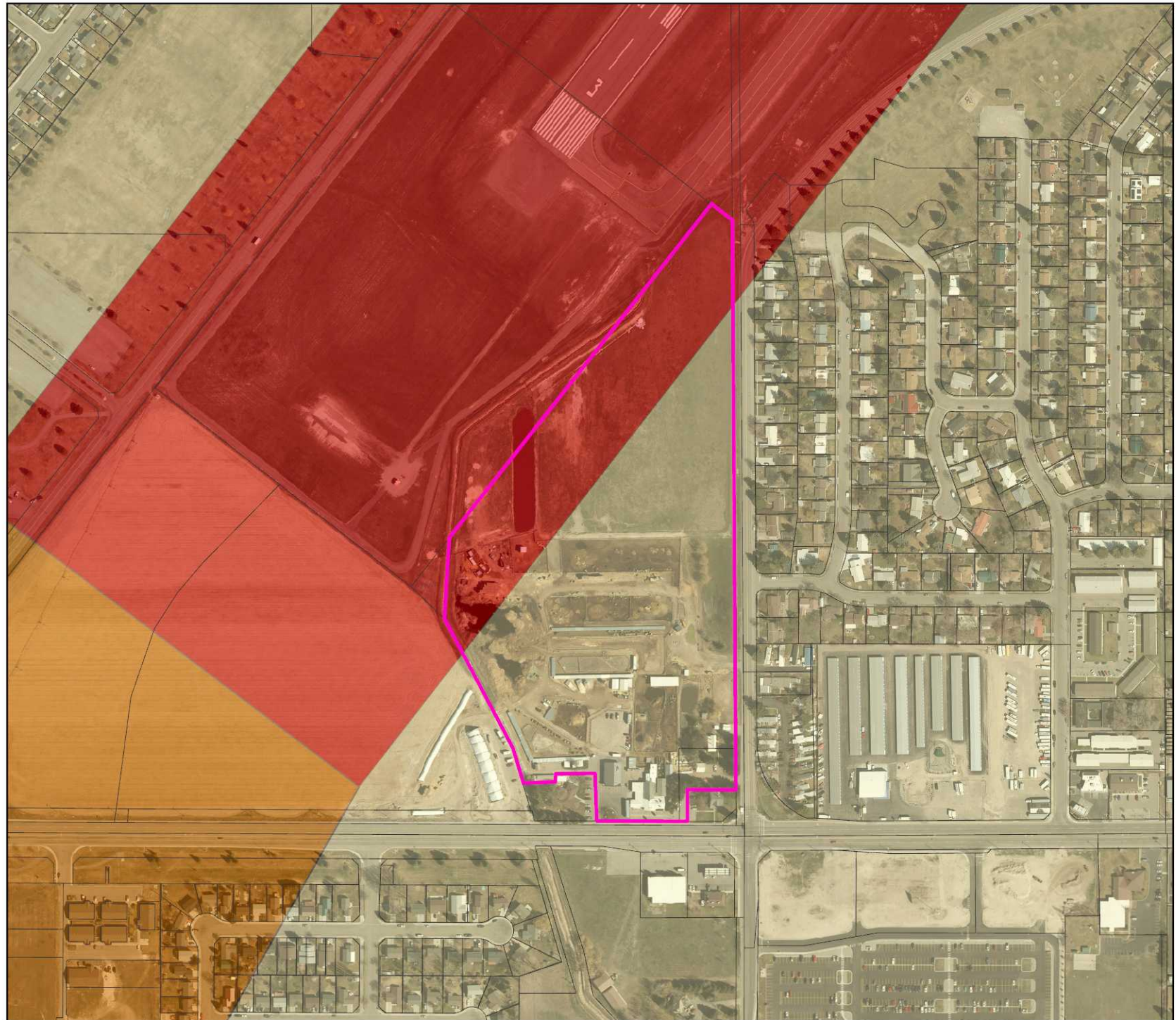


Legend

IFRA Off Airport Land Use

Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Annex Area



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LM, HC AND AIRPORT OVERLAY ZONES, 25.960 ACRES IN THE SE ¼ OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST, GENERALLY LOCATED NORTH OF W BROADWAY, EAST OF N OLD BUTTE ROAD, SOUTH OF IDAHO FALLS AIRPORT, AND WEST OF N BELLIN ROAD.

WHEREAS, the City of Idaho Falls filed an application for annexation on August 26, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 22, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on August 12, 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 City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 25.960 acres located generally north of W Broadway, east of N Old Butte Rd, South of the Idaho Falls Airport, West of N Bellin Rd.
3. The Comprehensive Plan designates this area as Employment Center.
4. The proposed zoning of LM and HC is consistent with the Comprehensive Plan map and policies and existing Zoning in the area as well as, the Airport Overlay Zones.
5. Idaho Falls Planning and Zoning Commission recommended approval of the initial zoning of LM.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca Casper - Mayor



Memorandum

File #: 21-212

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Rezone from I&M to LC, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East, from I&M to LC under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from I&M to LC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Description, Background Information & Purpose

Attached is the application for Rezoning from I&M to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.802 acres, in the W1/2 W1/2 SW1/4 SE1/4 of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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


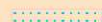




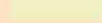




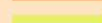










Legal Review

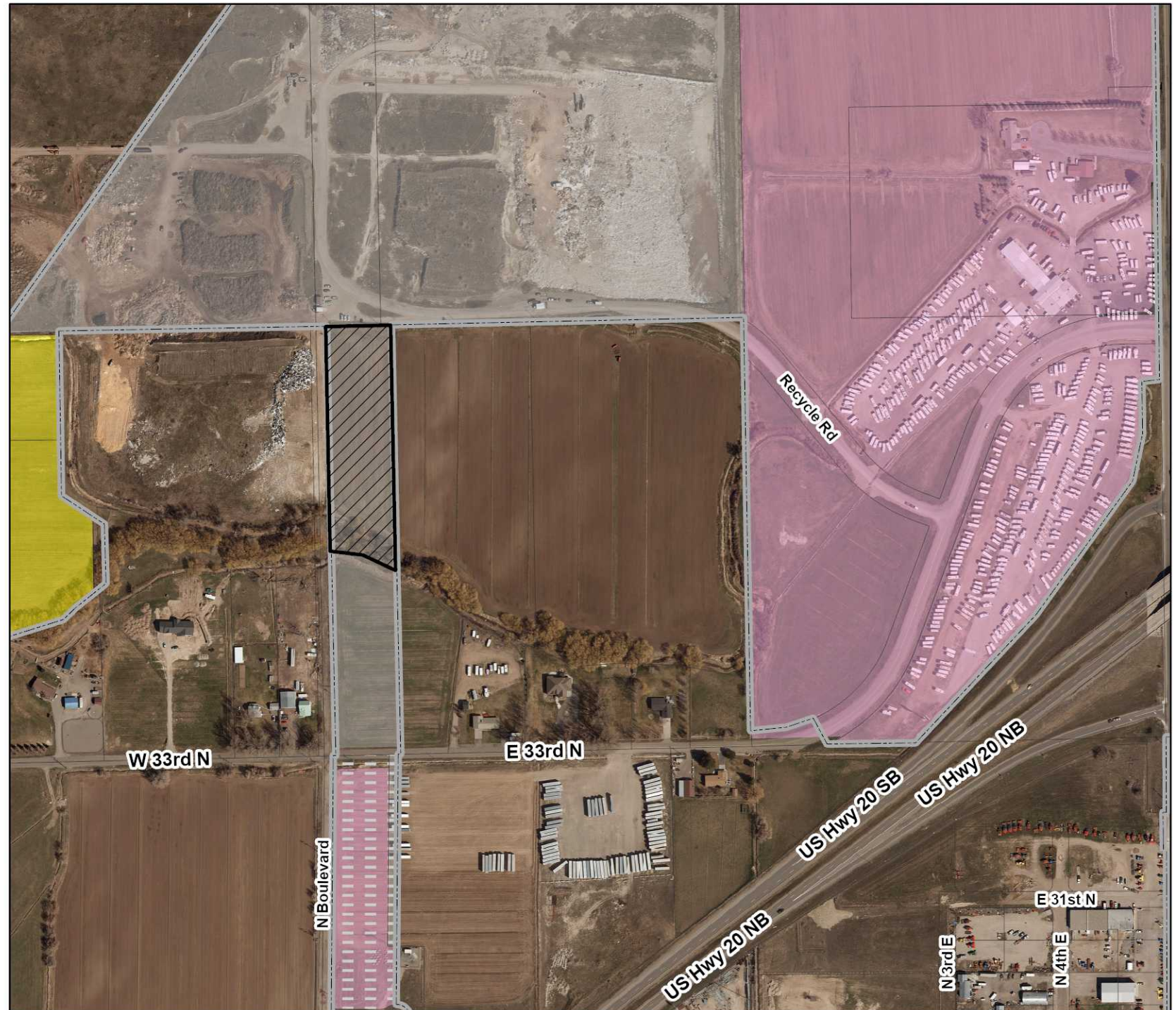
This application and ordinance have been reviewed by Legal pursuant to applicable law.

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



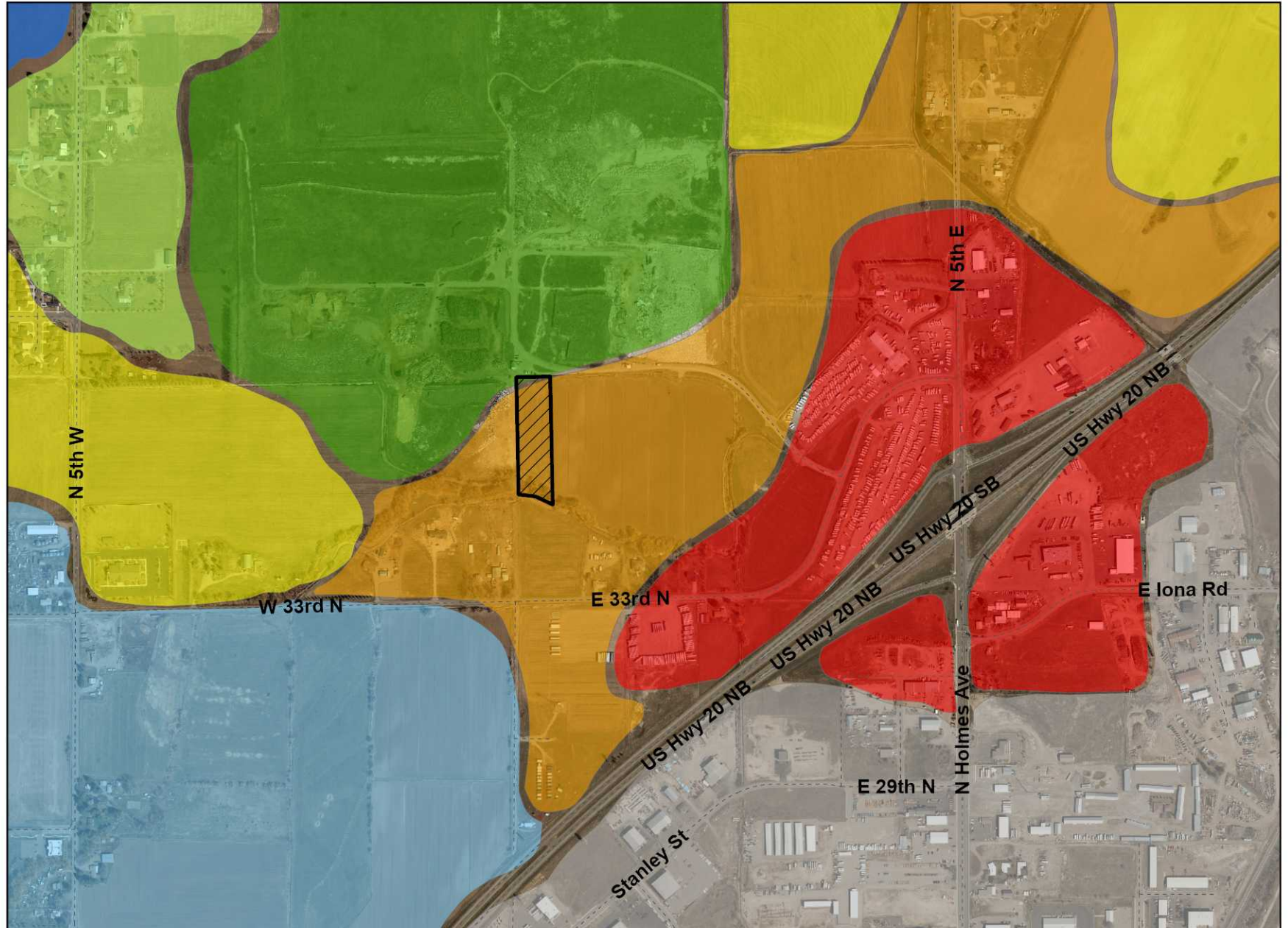


Rezone

RZON21-007 Rezone from I&M to LC N Boulevard and Willow Creek

 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



STAFF REPORT
REZONE FROM I&M to LC
3.802 ACRES IN THE W½, W½, SW¼, SE¼ OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE 38 EAST
August 12, 2021



Community
Development
Services

Applicant: Connect Engineering

Project Manager:
Naysha Foster

Location: North of E 33rd N, east of N 5th W, south of Recycle Rd.

Size: 3.802 acres

Zoning:

North: I&M
 South: I&M
 East: County A-1
 West: County A-1

Existing Zoning: I&M
Proposed Zoning: LC

Existing Land Uses:

Site: Ag
 North: City Dump
 South: Ag
 East: Ag
 West: Residential

Future Land Use

Map: Higher Density

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps

Requested Action: To approve the rezone from I&M, Industrial and Manufacturing to LC, Limited Commercial.

History: This land was annexed in March of 1992 and zoned M-1. The property was zoned M-1 until the City-wide zone change in April of 2018 when it was zoned I&M.

Staff Comments: The Comprehensive Plan identifies this area as Higher Density. The LC Zone allows for limited commercial uses as well as, residential under the R3A requirements. This property is also within the Airport Overlay Zone. The property will have access to E 33rd N. 33rd N is classified as a minor arterial. Limited Commercial allows for both most commercial uses as well as, residential. Residential development in the LC zone falls under the R3A regulations. Higher density should be located close to streets designed to move traffic, such as arterials and collectors. Higher density residential include homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. The Airport Overlay Zoning designations are Horizontal Surface and Controlled Development. Residential and most commercial uses are allowed in these areas. Existing utilities are in N 5th E. This application was recommended for approval to the Mayor and City Council on April 20, 2021.

Staff Recommendation: Staff and the Planning and Zoning Commission recommend approval of the rezone to as it is consistent with the policies of the Comprehensive Plan and the surrounding zoning of the area.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

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. (p. 48)

Encourage development in areas served by public utilities or where extension of facilities are least costly. (p. 67)

Develop nodes of Clustered Development. (p. 67)

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

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

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

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

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

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.

(6) In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.

(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	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use*	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C ₂	P		C ₂
Agriculture Tourism	C ₂	P		C ₂
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C ₂
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C ₂		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C ₂
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C ₂	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Eating Establishment, Limited	P	P	P	
Equipment Assembly and Sales	P	P		
Financial Institution	P	P	P	
Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
Food Store	P	P		
Fuel Station, Super	P	P		

Proposed Land Use Classification	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C ₂	C ₂	C ₂	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C ₂	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C ₂
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, Indoor	P	P		
Storage Facility, Outdoor	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

(Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18)

April 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Natalie Black, George Morrison, Joanne Denney.

MEMBERS ABSENT: Margaret Wimborne, Lindsey Romankiw, Arnold Cantu

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: Morrison moved to approve the Minutes of the March 16, 2021 with requested corrections, Hicks seconded the motion and it passed unanimously.

Public Hearing:

3. RZON 21-007: REZONE. Rezone from I&M, Industrial and Manufacturing to LC, Limited Commercial.

Dixon opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley stated this property is annexed into the City as I&M and they are requesting this rezoned to LC to match the rest of the property (previous Agenda item).

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

Dixon asked if under the controlled development area if they can still do high density residential. Foster confirmed that high density is allowed.

No one appeared in support or opposition.

Dixon closed the public hearing.

Black feels it is straight forward.

Black moved to recommend to the Mayor and City Council approval of the rezone from I&M to LC for 5.3 acres in the W ½ of the W1/2 of the SE ¼ of Section 6, Township 2 N, Range 38 E, as presented, Morrison seconded the motion. Dixon called for roll call vote: Black, yes; Denney, yes; Hicks, yes; Morrison, 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 3.802 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC, Limited Commercial Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density” and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 20, 2021, and recommended approval of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 12, 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 3.802 acres, in the W $\frac{1}{2}$, W $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 6, Township 2 North, Range 38 East

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “LC” 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 3.802 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM I&M ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM I&M TO LC FOR APPROXIMATELY 3.802 ACRES, IN THE W½, W½, SW¼, SE¼ OF SECTION 6, TOWNSHIP 2N, RANGE 38E, GENERALLY LOCATED NORTH OF E 33RD N, EAST OF N 5TH W, AND SOUTH OF RECYCLE RD.

WHEREAS, the applicant filed an application for rezoning on March 1, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 12, 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 33rd N, east of N 5th W and south of Recycle Rd.
3. The Comprehensive Plan designation for this area is Higher Density.
4. The requested LC, Limited Commercial Zone is consistent with the Higher Density designation and policies of the Comprehensive Plan.
5. The property is within the Airport Overlay Zone and falls within the Horizontal Surface and Controlled Development designation.
6. The Planning and Zoning Commission recommend approval of the rezone from I&M to LC Zone.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-207

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director

DATE: Tuesday, August 3, 2021

DEPARTMENT: Community Development Services

Subject

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: 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance annexing 24.832 acres, SE ¼ of Section 6, Township 2 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 (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC and Airport Overlay which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for M&B: 24.832 acres, SE ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.

Fiscal Impact

NA






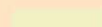




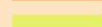







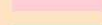
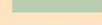


Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

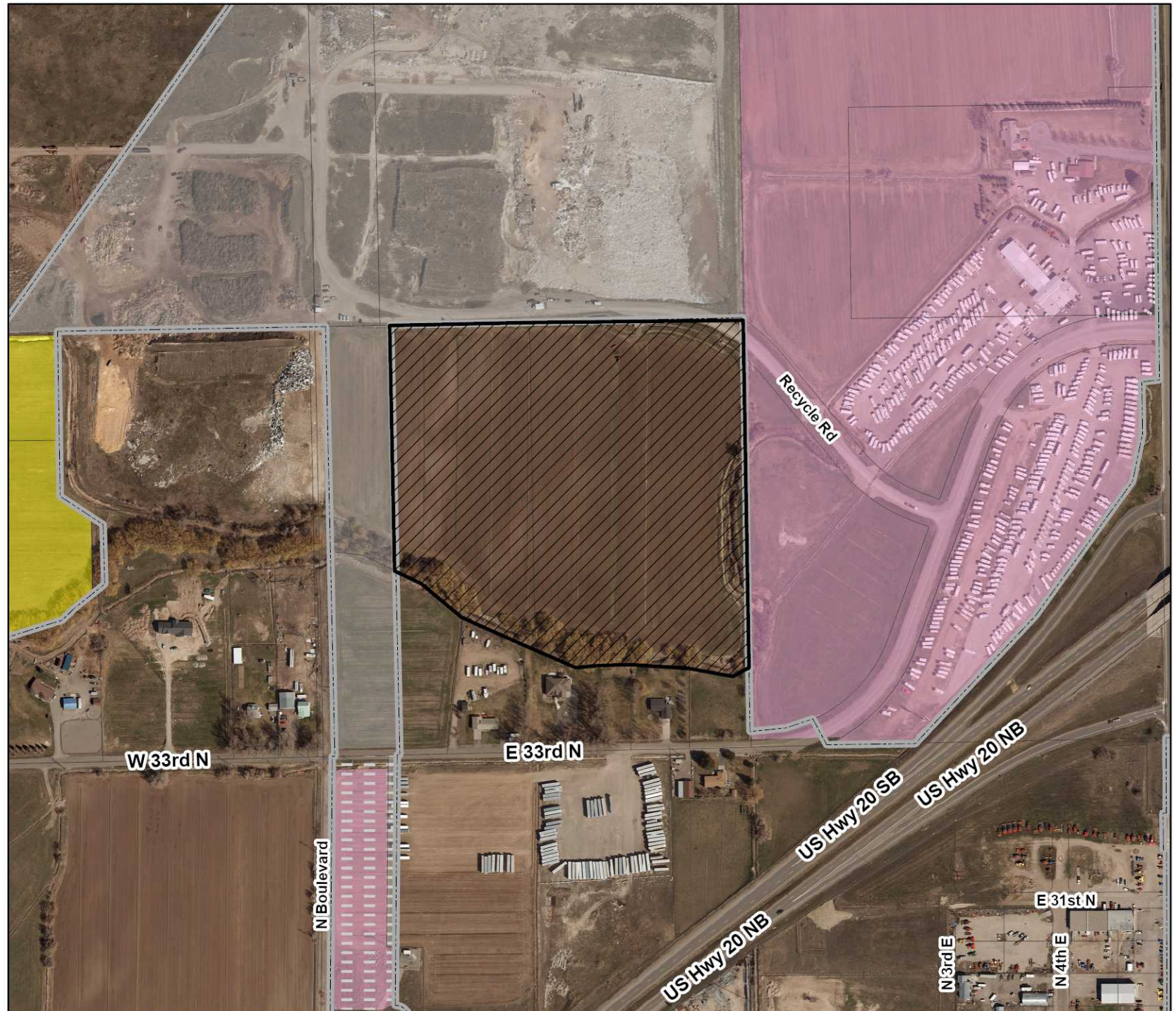
-  Annex Area
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
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-  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



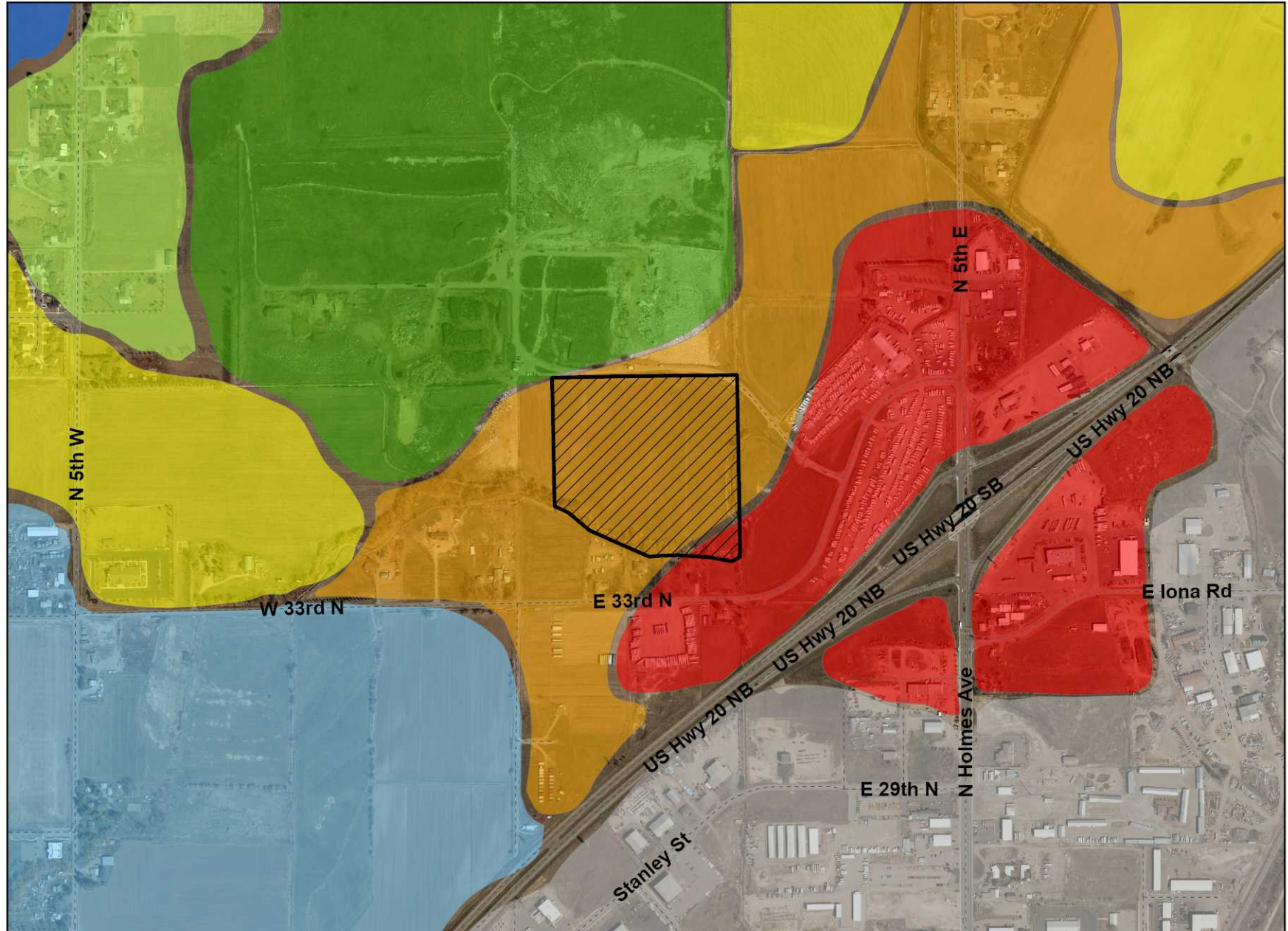


Annexation and Initial Zoning

ANNX21-003 Annex and Initial Zoning of LC N Boulevard Willow Creek

 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

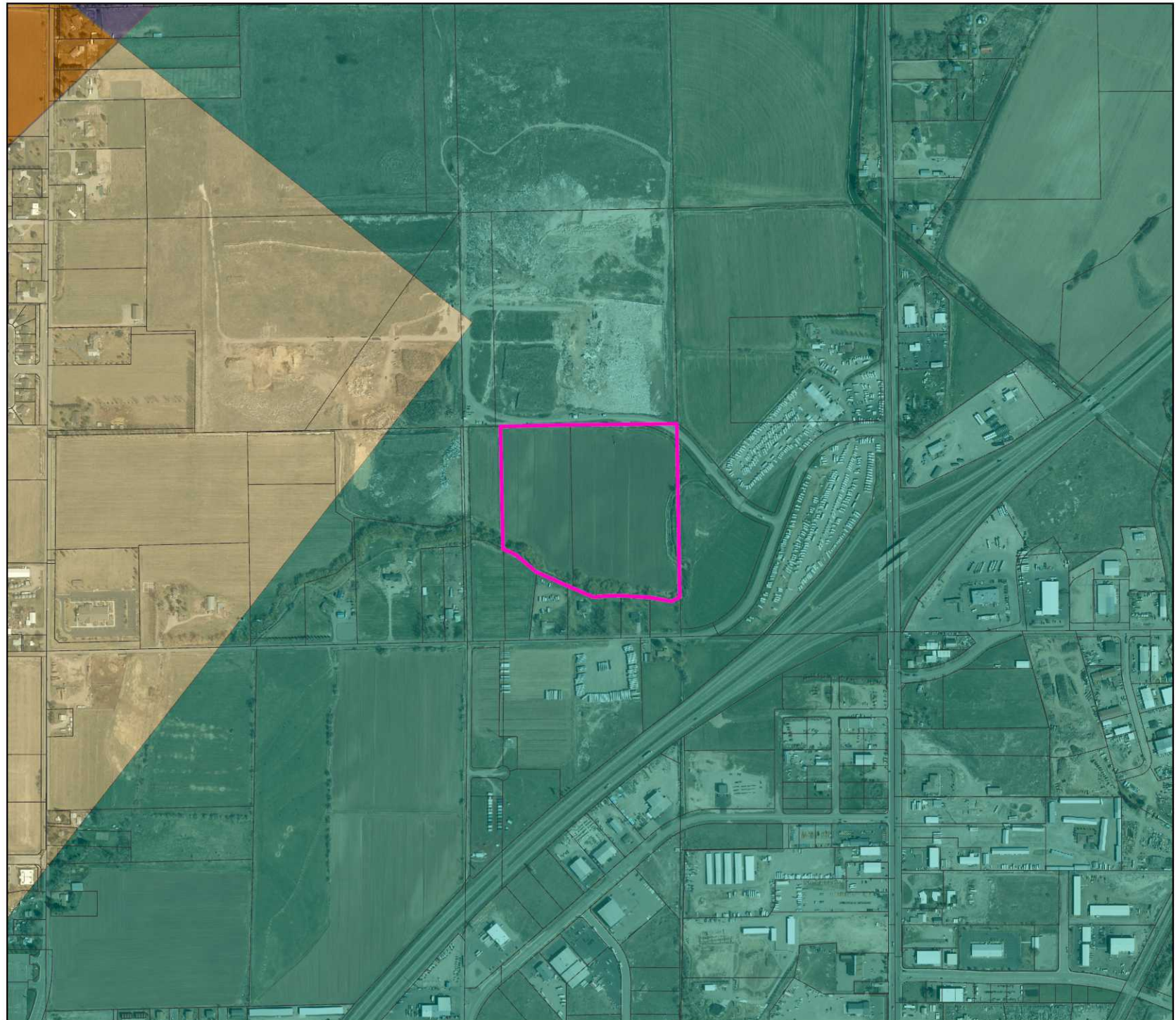


Legend

IFRA Off Airport Land Use

Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Annex Area



STAFF REPORT
Annexation & Initial Zoning of LC with Airport Overlay Zones
24.832 acres in the SE ¼ of Section 6, Township 2 N, Range 38E
August 12, 2021



Community
Development
Services

Applicant: Connect Engineering

Project Manager: Naysha Foster

Location: Generally, north of E 33rd N, east of N 5th W, south of Recycle Rd, west of E 33rd N.

Size: 24.832 acres

Existing Zoning: County A-1
 North: I&M
 South: County A-1
 East: HC
 West: I&M

Proposed Zoning: LC

Existing Land Uses:

Site: Ag
 North: City Dump
 South: Ag/Residential
 East: Residential
 West: Ag

Future Land Use Map:

Higher Density and Commercial with Park, Low Density, and Higher Education in the Vicinity.

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To approve the annexation and initial zoning of LC.

Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is within the Area of Impact and contiguous to city limit on the north, east and west property lines. Annexation of the property is consistent with the City’s Comprehensive Plan.

Initial Zoning: The proposed zoning is LC, Limited Commercial, including the Airport Overlay Zones of Horizontal Surface and Controlled Development. The Comprehensive plan identifies this area as Higher Density and Commercial, with Park, Low Density and Higher Education in the vicinity. This property is currently zoned A-1 in the County. This is an agricultural zone that allows ag uses and single-family dwellings on one acre lots.

Staff Comments: The property is located south of the City dump. It consists of approximately 24.832 acres. The property will have access to E 33rd N. 33rd N is classified as a minor arterial. Limited Commercial allows for both most commercial uses as well as, residential. Residential development in the LC zone falls under the R3A regulations. Higher density should be located close to streets designed to move traffic, such as arterials and collectors. Higher density residential include homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. Existing utilities are in N 5th E. This area is within the Airport overlay zone. It is in the Horizontal Surface and Controlled Development areas. The Horizontal Surface area has height limitations, and the Controlled development regulates land use. Most Commercial and all residential types are allowed in these areas with height restrictions that will be accessed and enforced at the time of development. This application went before the Planning and Zoning Commission on April 20, 2021.

Staff Recommendation: Staff and the Planning and Zoning Commission recommend approval of the annexation and initial zoning of LC, Horizontal Surface and Controlled Development Zones as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

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. (p. 48)

Encourage development in areas served by public utilities or where extension of facilities are least costly. (p. 67)

Develop nodes of Clustered Development. (p. 67)

Zoning Ordinance:

11-3-5: PURPOSE OF COMMERCIAL ZONES

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

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

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

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

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.

- (6) In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.

(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	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

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)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C ₁ = administrative conditional use. C ₂ = Planning Commission conditional use. C ₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Accessory use, Fuel Station*		P	P	P	
Accessory use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, single unit attached			P		
Dwelling, single unit detached			P		
Dwelling, two unit			P		P
Eating establishment		P	P	P	P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, craftsman	P	P	P	P	
Industry, light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

Table 11-5-6: Compatible Uses in the Airport Overlay

"N" denotes a use that is not compatible and is prohibited.

"Y" denotes a use that is compatible.

"C" denotes a use that is compatible that meets one or more of the following indicated conditions where applicable:

- Residential densities must be less than nine (9) units per acre for areas of parcels located within the sixty five (65) decibel limit on the IFRA Noise Contours Map (located in the City's Planning Division)
- Structures shall be shifted away from runway centerline when possible
- A recorded aviation easement is required
- A recorded aviation easement is required if within one thousand feet (1000') of the runway.
- Permitted uses will not create bodies of water, or generate smoke, steam, or other visual obstruction
- An Airport Disclosure Note is required on plats recorded after the adoption of this Section.

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Accessory use	N	C ^{c,f}	Y	Y
Adult Business	N	C ^{c,f}	Y	Y
Agriculture	N	Y	Y	Y
Agriculture Tourism	N	C ^{c,f}	Y	Y
Airport	Y	Y	Y	Y
Amusement Center, Indoor	N	N	Y	Y
Amusement Center, Indoor Shooting Range	N	N	Y	Y
Amusement Center, Outdoor	N	C ^{c,e,f}	C ^e	Y
Animal Care Clinic	N	C ^{c,e,f}	Y	Y
Animal Care Facility	N	C ^{c,f}	Y	Y
Artist Studio	N	C ^{b,c,e,f}	C ^e	C ^e
Auction, livestock	N	C ^{c,e,f}	Y	Y
Bed and Breakfast	N	N	C ^{a,b,f}	C ^{d,f}
Boarding /Rooming House	N	N	C ^{a,b,f}	C ^{d,f}
Building Contractor Shop	N	C ^{b,c,f}	Y	Y
Building Material, Garden and Farm Supplies	N	C ^{b,c,f}	Y	Y
Cemetery	N	C ^{c,e,f}	C ^e	Y
Club	N	N	Y	Y
Communication Facility	N	C ^{b,c,e,f}	Y	Y
Correctional Facility or Jail	N	C ^{b,c,e,f}	C ^{b,e}	Y
Day Care, all Types	N	C ^{b,c,f}	Y	Y
Drinking Establishment	N	C ^{b,c,f}	Y	Y

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Drive-through Establishment	N	C ^{b,c,f}	Y	Y
Dwelling, accessory unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, multi-unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit attached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit detached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, two unit	N	N	C ^{a,b,f}	C ^{d,f}
Eating Establishment	N	C ^{b,c,f}	Y	Y
Eating Establishment, limited	N	C ^{b,c,f}	Y	Y
Equipment Assembly	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Entertainment and Cultural Facilities	N	N	Y	C ^e
Equipment Sales, Rental and Services	N	C ^{b,c,f}	Y	Y
Financial Institutions N	N	C ^{b,c,f}	Y	Y
Food Processing, small scale	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Processing N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Store N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Fuel Station, super N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Health Care and Social Services N N Y Y	N	N	Y	Y
Higher Education Center N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Home Occupation N N Y Y	N	N	Y	Y
Hospital N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Industry, Craftsman N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Heavy N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Light N Cb,c,e,f Cb,e Ce	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Information Technology N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Laundry and Dry Cleaning N Cb,c,f Y Y	N	C ^{b,c,f}	Y	Y
Live-Work	N	N	C ^{a,b,f}	C ^{d,f}
Lodging Facility	N	N	C ^{a,b,f}	C ^{d,f}
Manufactured Home	N	N	C ^{a,b,f}	C ^{d,f}
Medical Support Facility	N	C ^{b,c,f}	Y	Y
Mobile Home Park	N	N	C ^{a,b}	C ^{d,f}
Mortuary	N	N	Y	Y
Park and Recreation Facility	N	N	Y	Y
Parking Facility	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Pawn Shop	N	C ^{b,c,f}	Y	Y
Personal Service	N	C ^{b,c,f}	Y	Y
Planned Unit Development	N	N	C ^{a,d,f}	C ^{d,f}
Professional Service	N	C ^{b,c,f}	Y	Y
Public Service Facility	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e

Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach	Limited Development
Public Service Facility, limited	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Public Service Use	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Railroad Freight Terminal and Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Recreational Vehicle Park	N	N	C ^{a,b,f}	C ^{d,f}
Religious Institution	N	N	Y	Y
Research and Development	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Residential Care Facility	N	N	C ^{a,b,f}	C ^{d,f}
Retail	N	C ^{b,c,f}	Y	Y
School	N	C ^{b,c,f}	Y	Y
Short Term Rental	N	N	C ^{a,b,f}	C ^{d,f}
Storage Facility, Indoor	N	C ^{b,c,f}	Y	Y
Storage Facility, self serve	N	C ^{b,c,f}	Y	Y
Storage Yard	N	C ^{b,c,f}	Y	Y
Terminal Yard, trucking and bus	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Transit Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Vehicle Body Shop	N	C ^{b,c,f}	Y	Y
Vehicle Repair and Service	N	C ^{b,c,f}	Y	Y
Vehicle Sales and Rentals	N	C ^{b,c,f}	Y	Y
Vehicle Washing Facility	N	C ^{b,c,f}	Y	Y
Warehouse	N	C ^{b,c,f}	Y	Y
Warehouse, Wholesale with flammable materials	N	N	C ^b	Y

Approach Surface Height Zone. The inner edge of this Zone coincides with the width of the primary surface and is one thousand (1,000) feet wide. The Approach Surface Height Zone expands outward uniformly from the edge of the runway to a width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet. Its centerline is the continuation of the centerline of the runway.

April 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Gene Hicks, Natalie Black, George Morrison, Joanne Denney.

MEMBERS ABSENT: Margaret Wimborne, Lindsey Romankiw, Arnold Cantu

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: Morrison moved to approve the Minutes of the March 16, 2021 with requested corrections, Hicks seconded the motion and it passed unanimously.

Public Hearing:

2. ANNEX 21-003: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of LC, Limited Commercial.

Dixon opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Dr., Idaho Falls, Idaho.

Jolley indicated there are two parts to this project on this agenda. Jolley is asking for annexation and initial zoning of LC. Jolley stated that a portion of the property is already annexed into the City and everything north of Little Creek and the western boundary borders the south side of the hatch pit. Jolley stated that this acreage is called out in the Comprehensive Plan to be higher density uses. Jolley stated that the annexation that Bish's did on their property is all HC and this request for LC is a good fit for this area and fits within the Comprehensive Plan.

Dixon asked about the road access to the property. Jolley indicated that currently there is Recycle Road that passes the property and there is a 50' City of Idaho Falls Property that runs and could potentially give access, and applicant is working with property owners to see if they can get a full City street. Hicks asked for clarification on single access. Jolley stated that at this point Recycle Road is the only access to the property.

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

Dixon asked about the controlled development zone. Foster indicated that it is within the controlled development area for the airport, but it does allow for residential and commercial uses.

No one appeared in support or opposition.

Dixon closed the public hearing.

Morrison indicated that it is straight forward.

Morrison moved to recommend to the Mayor and City Council approval of the annexation of 22 acres in the SE ¼ of Section 6, Township 2 N, Range 38 E with initial annexation of LC, Black seconded the motion. Dixon called for roll call vote: Black, yes; Denney, yes; Hicks, yes; Morrison, 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 ANNEXATION OF APPROXIMATELY 24.832 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2021.

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 ANNEXATION OF APPROXIMATELY 24.832 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."

Kathy Hampton, City Clerk

(SEAL)

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Commencing at the South $\frac{1}{4}$ corner of Section 6, Township 2 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of City of Idaho Falls Annexation Ordinance No. 2054; thence N.01°08'35"W. along said Ordinance No. 2054 a distance of 567.33 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35"W. along said Ordinance No. 2054 a distance of 755.21 feet to the South Boundary of City of Idaho Falls Annexation Ordinance No. 3303; thence N.88°47'06"E. along said Ordinance No. 3303 a distance of 1087.54 feet to the West Boundary of City of Idaho Falls Annexation Ordinance No. 3312; thence S.00°57'52"E. along said Ordinance No. 3312 a distance of 1075.31 feet; thence S.61°18'29"W. 56.72 feet; thence N.79°44'11"W. 178.96 feet; thence N.88°12'01"W. 184.54 feet; thence S.85°13'44"W. 124.22 feet; thence N.66°29'33"W. 174.61 feet; thence N.66°29'01"W. 42.95 feet; thence N.65°49'46"W. 175.90 feet; thence N.49°06'01"W. 152.63 feet; thence N.64°43'46"W. 89.45 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 1,081,678 Sq. Ft. or 24.832 acres.

Submitted by:

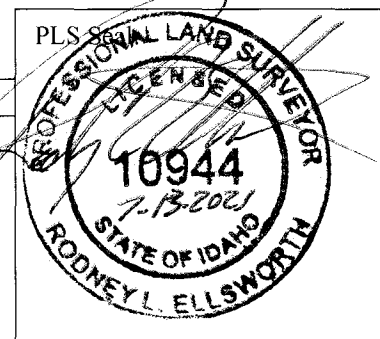
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

Overall Document Page Range: _____ of _____



CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 6, T. 2 N., R. 38 E. B.M
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE

BOUNDARY DESCRIPTION

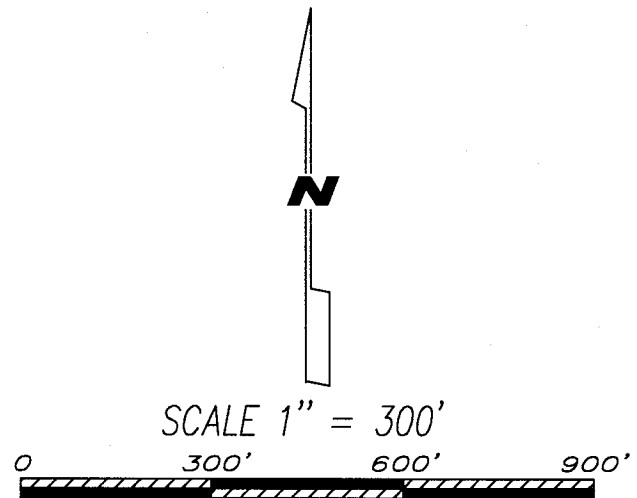
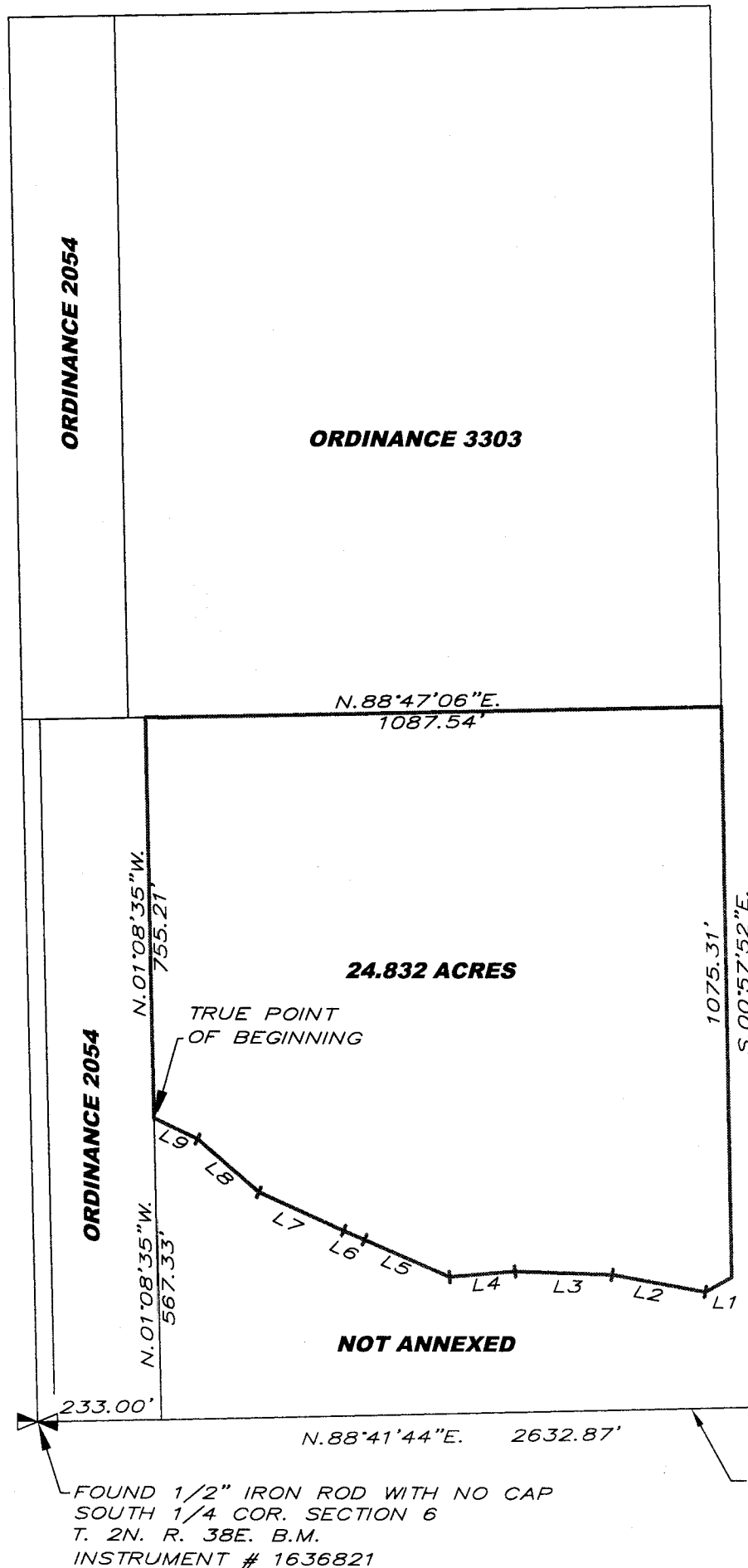
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CONTAINING: 1,081,678 Sq. Ft. or 24.832 acres.

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS

INSTRUMENT NO. _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.61°18'29"W.	56.72'
L2	N.79°44'11"W.	178.96'
L3	N.88°12'01"W.	184.54'
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FOUND 1/2" BRASS CAP
SOUTHEAST COR. SECTION 6
T. 2N. R. 38E. B.M.
INSTRUMENT # 1598059

ANNEXATION
DOUGLASS / KILLIAN
PART OF THE SE 1/4 OF SECTION 6
T. 2 N., R. 38 E. B.M.
BONNEVILLE COUNTY, IDAHO

Job No.
2093
Sht. 1 of 1

Scale: 1" = 300'
Date: MAY, 2021
Drawn By: S.D.E.
Cadfile: 2018 ANNEXATION
208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401

EA Ellsworth &
Associates PLLC

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF 24.832 ACRES IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF W 33RD N AND EAST OF RECYCLE ROAD.

WHEREAS, the applicant filed an application for annexation on February 19, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on August 12, 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 City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 24.832 acres generally located in the north of W 33rd N and east of Recycle Road.
3. This property is within the city's area of impact.
4. The application is a Category "A" annexation.
5. The property is adjacent to city limits along the north, east, and west property lines.
6. The Comprehensive Plan designates this area as Higher Density and Commercial.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca Casper - Mayor



Memorandum

File #: 21-208

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning-Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 24.832 acres, in the SE1/4 of Section 6, Township 2 North, Range 38 East.

Council Action Desired

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

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

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC and Airport Overlay Zones and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC and Airport Overlay Zones which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, M&B: 24.832 acres, in the SE1/4 of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives

Consideration of the initial zoning must be consistent with the principles of the Comprehensive Plan which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.

Fiscal Impact

NA



















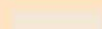

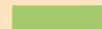

Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

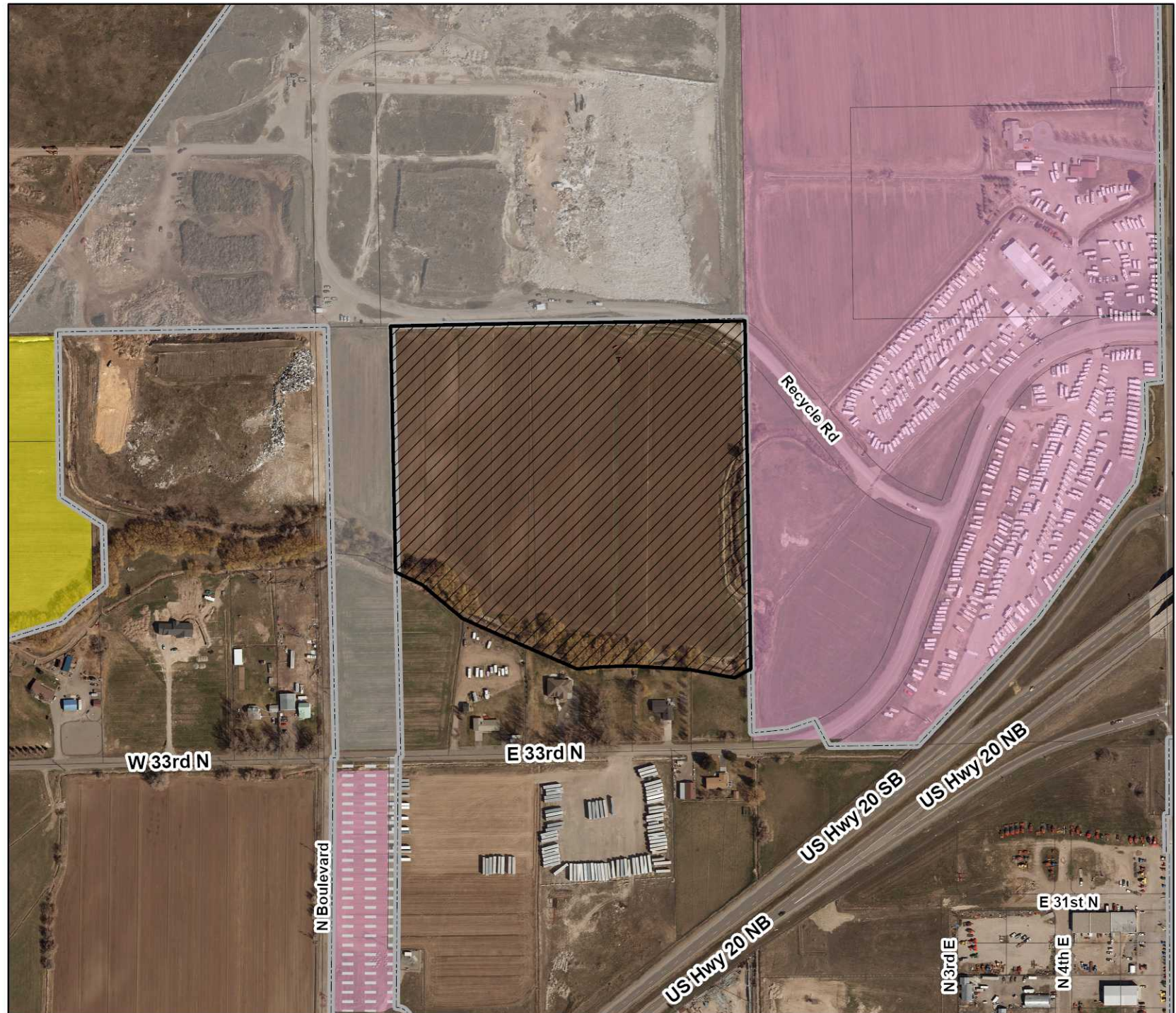
-  Annex Area
-  City Limits
-  Area of Impact

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



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



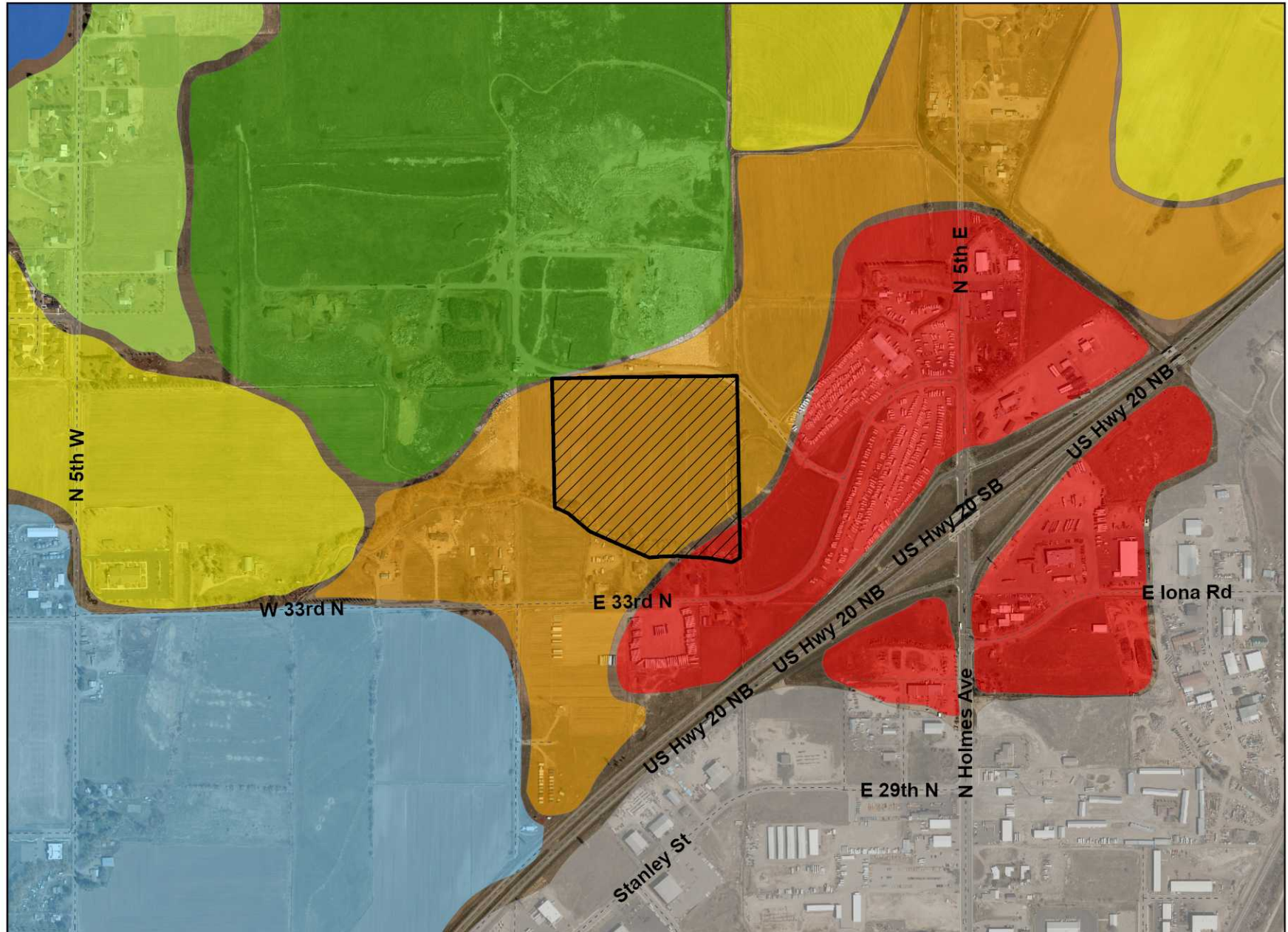


Annexation and Initial Zoning

ANNX21-003 Annex and Initial Zoning of LC N Boulevard Willow Creek

 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



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 24.832 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC ZONE, AND AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial Zone and Airport Overlay Zones for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Higher Density” and “Commercial”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Higher Density” and “Commercial”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 20, 2021, and recommended approval of zoning the subject property to LC Zone and Airport Overlay Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 12, 2021.

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

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Higher Density.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LC Zone, and Airport Overlay Zones.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC Zone” and “Airport Overlay Zones” the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 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 INITIAL ZONING OF APPROXIMATELY 24.832 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS LC ZONE, AND AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

Exhibit "A"

LEGAL DESCRIPTION (Page 1 of 1)

Commencing at the South $\frac{1}{4}$ corner of Section 6, Township 2 North, Range 38 East of Boise Meridian, Bonneville County, Idaho; running thence N.88°41'44"E. along the Section line 233.00 feet to the Southeast corner of City of Idaho Falls Annexation Ordinance No. 2054; thence N.01°08'35"W. along said Ordinance No. 2054 a distance of 567.33 feet to the TRUE POINT OF BEGINNING; running thence N.01°08'35"W. along said Ordinance No. 2054 a distance of 755.21 feet to the South Boundary of City of Idaho Falls Annexation Ordinance No. 3303; thence N.88°47'06"E. along said Ordinance No. 3303 a distance of 1087.54 feet to the West Boundary of City of Idaho Falls Annexation Ordinance No. 3312; thence S.00°57'52"E. along said Ordinance No. 3312 a distance of 1075.31 feet; thence S.61°18'29"W. 56.72 feet; thence N.79°44'11"W. 178.96 feet; thence N.88°12'01"W. 184.54 feet; thence S.85°13'44"W. 124.22 feet; thence N.66°29'33"W. 174.61 feet; thence N.66°29'01"W. 42.95 feet; thence N.65°49'46"W. 175.90 feet; thence N.49°06'01"W. 152.63 feet; thence N.64°43'46"W. 89.45 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 1,081,678 Sq. Ft. or 24.832 acres.

Submitted by:

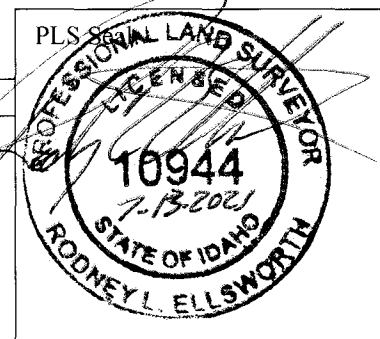
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

Overall Document Page Range: _____ of _____



CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE SE 1/4, SEC. 6, T. 2 N., R. 38 E. B.M
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

ANNEXATION
ORDINANCE

BOUNDARY DESCRIPTION

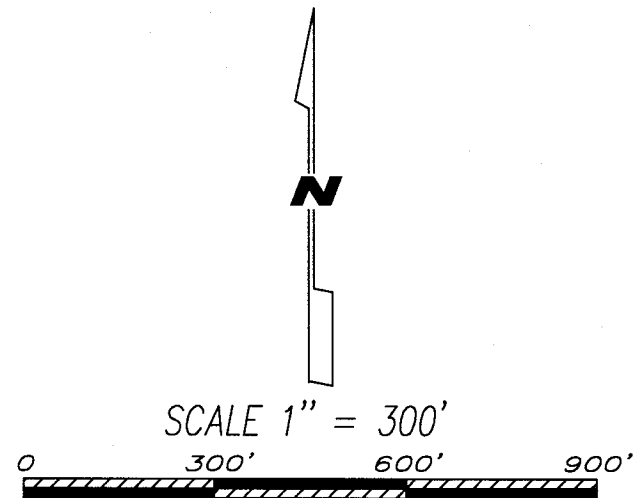
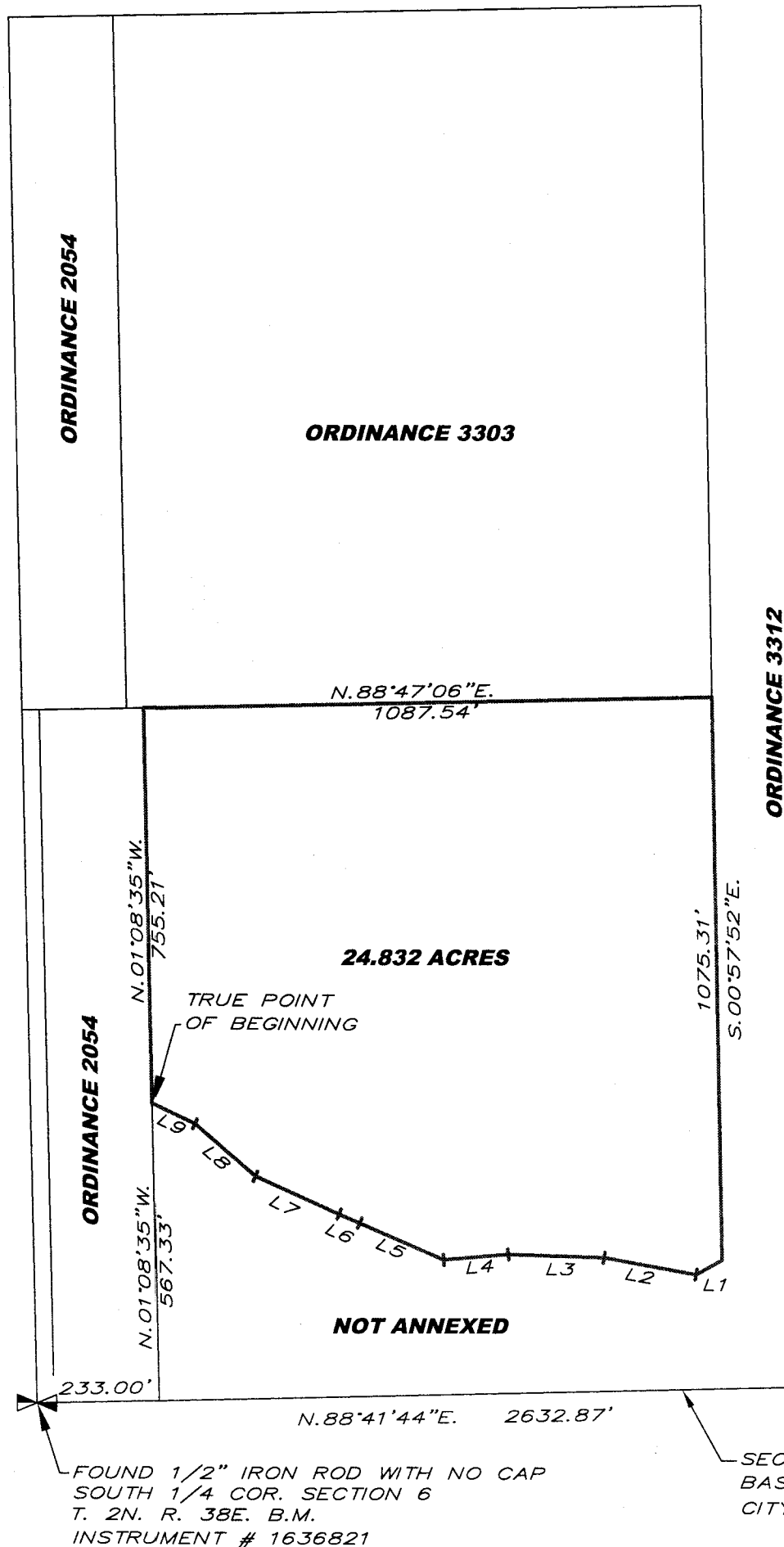
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INSTRUMENT NO. _____

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FOUND 1/2" BRASS CAP
SOUTHEAST COR. SECTION 6
T. 2N. R. 38E. B.M.
INSTRUMENT # 1598059

ANNEXATION
DOUGLASS / KILLIAN
PART OF THE SE 1/4 OF SECTION 6
T. 2 N., R. 38 E. B.M.
BONNEVILLE COUNTY, IDAHO

Job No.
2093
Sht. 1 of 1








Scale: 1" = 300'
Date: MAY, 2021
Drawn By: S.D.E.
Cadfile: 2018 ANNEXATION
208 522 5414 Fax 208 523 2614
253 1st Street, Idaho Falls, ID. 83401

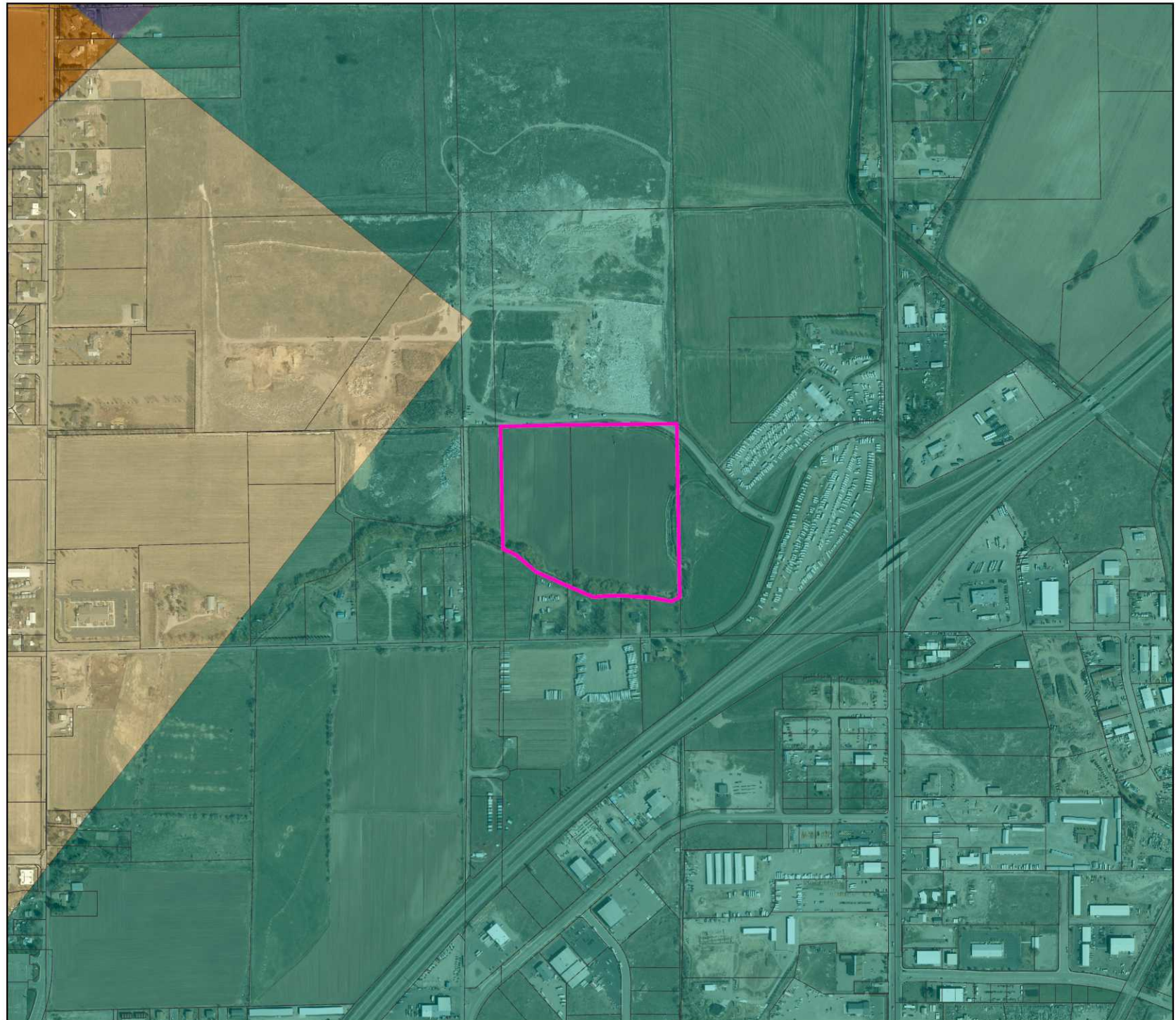
EA Ellsworth &
Associates PLLC

Legend

IFRA Off Airport Land Use

Compatible Land Use

-  Approach Surface
-  Controlled Development
-  Controlled Development Approach Surface
-  Limited Development
-  Limited Development Approach Surface
-  No Development
-  Annex Area



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LC ZONE AND THE AIRPORT OVERLAY ZONES, 24.832 ACRES IN THE SOUTH EAST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF W 33RD N AND EAST OF RECYCLE ROAD.

WHEREAS, the applicant filed an application for annexation on February 19, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 20, 2021; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on August 12, 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 City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 24.832 acres generally located north of W 33rd N and east of Recycle Road.
3. The Comprehensive Plan designates this area as Higher Density and Commercial.
4. The proposed zoning of LC, Limited Commercial is consistent with the Comprehensive Plan map and policies and existing zoning in the area including the Airport Overlay Zones of Horizontal Surface and Controlled Development.
5. Idaho Falls Planning and Zoning Commission recommended approval of the zoning of LC Zone and Airport Overlay Zones.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca Casper - Mayor



Memorandum

File #: 21-211

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director

DATE: Tuesday, August 3, 2021

DEPARTMENT: Community Development Services

Subject

Public Hearing-Rezone from HC to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East.

Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East. From HC to CC 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 HC to CC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Description, Background Information & Purpose

Attached is the application for Rezoning from HC to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 28.949 acres, in Eagle Ridge Division 3, NE1/4 SW1/4, Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its July 6, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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
-  Street Names

 City Limit

Overlays

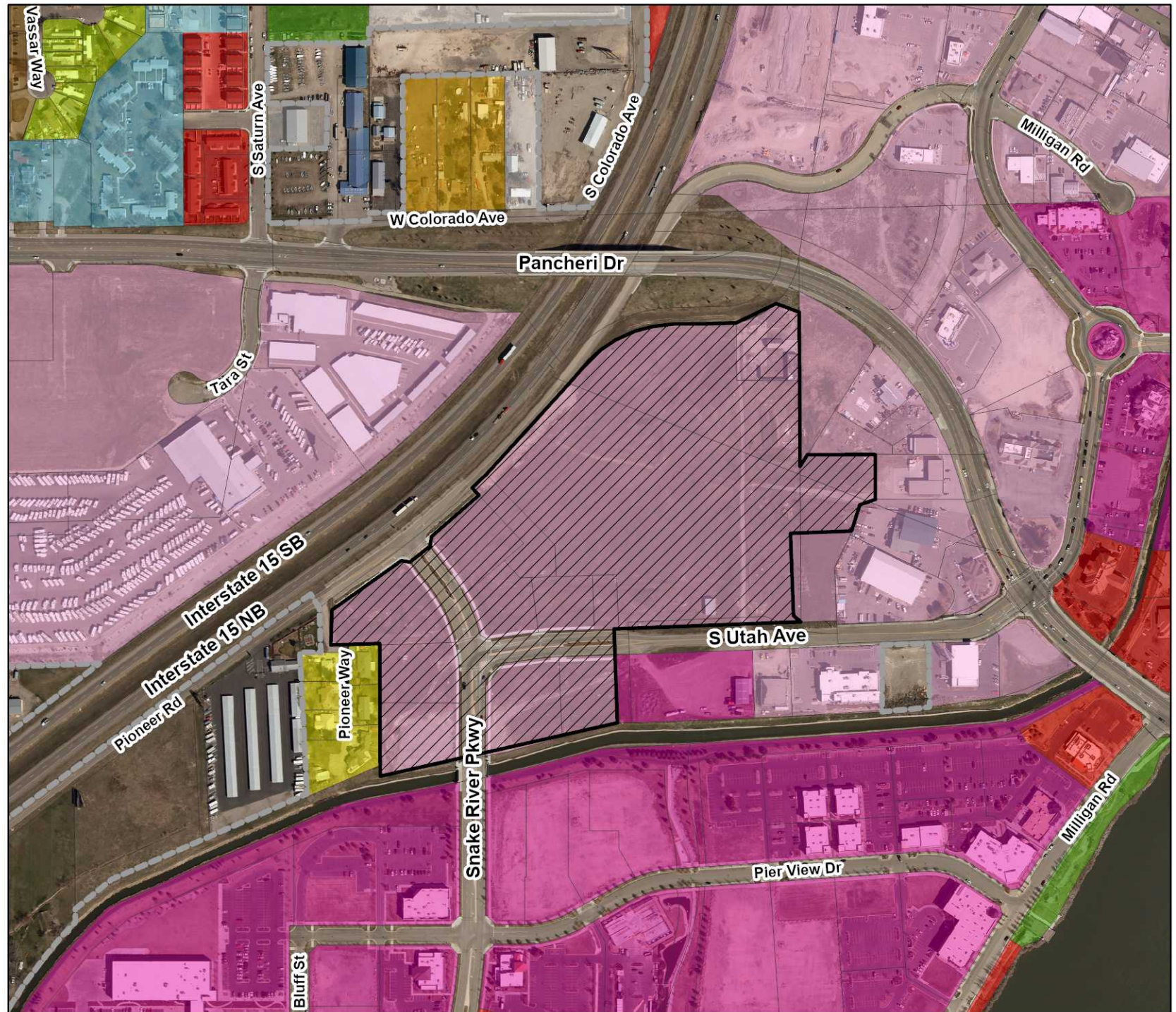
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2

Zoning

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



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





Vassar Way

S Saturn Ave

W Colorado Ave

S Colorado Ave

Milligan Rd

Riverwalk Dr

Bridgeport Dr

Tara St

Tara St

S Skyline Dr

Interstate 15 SB
Interstate 15 NB
Pioneer Rd

Pioneer Way

Snake River Pkwy

S Utah Ave

Pancheri Dr














Bluff St

Pier View Dr

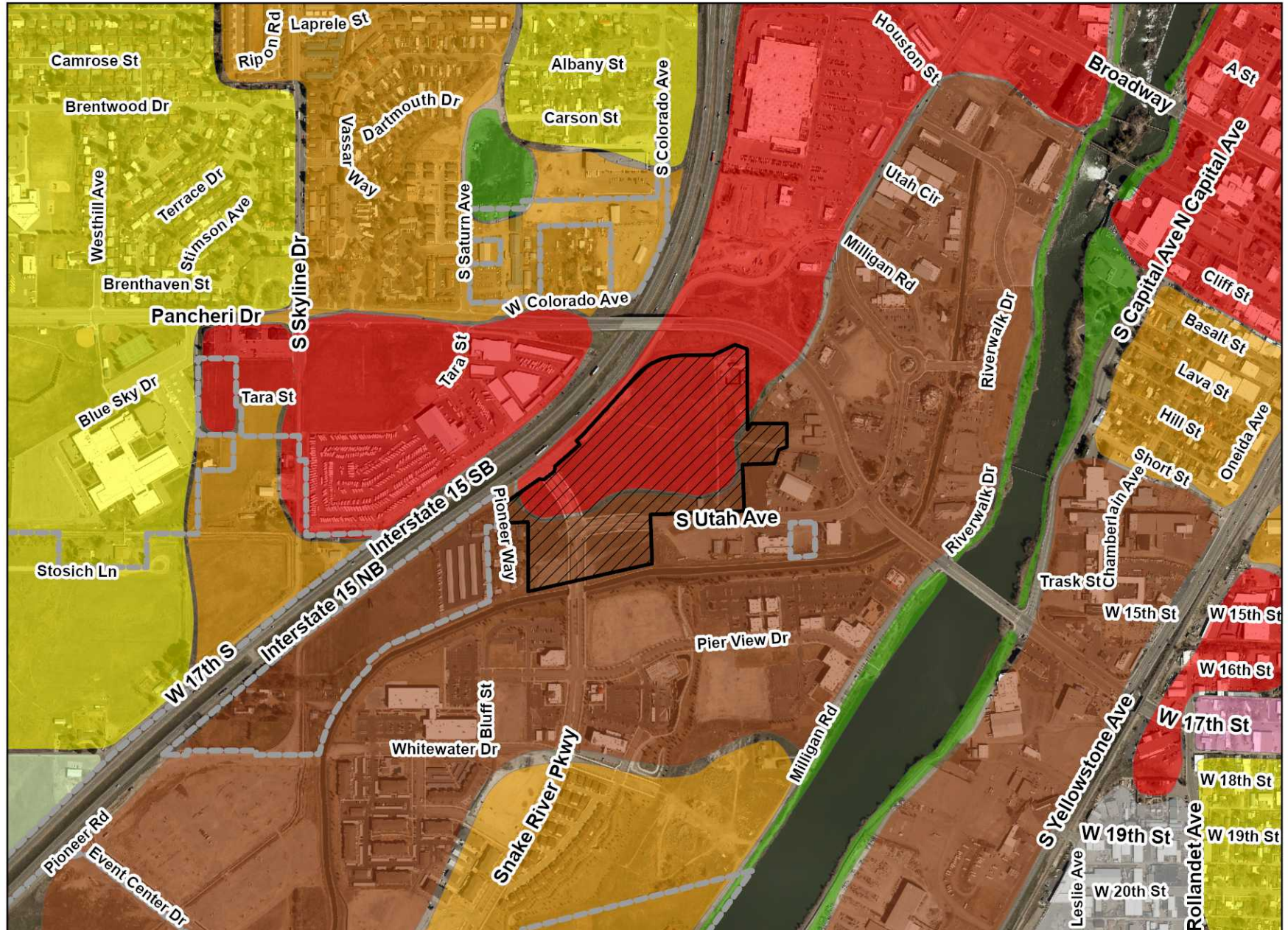
Milligan Rd

Rezone

RZON21-010 Rezone HC to CC for Eagle Ridge Div 3

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



STAFF REPORT
REZONE FROM HC TO CC
28.949 ACRES IN THE NE ¼, OF THE SW ¼ OF SECTION 24,
TOWNSHIP 2N, RANGE 37 EAST
August 12, 2021



Community
Development
Services

Applicant: Eagle Ridge Development LLC

Project Manager: Naysha Foster

Location: North of Pier View Dr, east of Snake River Pkwy, south of Pancheri Dr, west of Interstate 15.

Size: 28.949 acres

Zoning:
 North: HC
 South: CC
 East: HC
 West: R1 & HC

Existing Zoning: HC
Proposed Zoning: CC

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

Future Land Use Map: Commercial & Greenbelt Mixed Use

- Attachments:**
1. Comprehensive Plan Policies
 2. Zoning Information
 3. Maps

Requested Action: To approve the rezone from HC, Highway Commercial to CC, Central Commercial.

History: This property was annexed in 2014 and zoned C-1. A preliminary plat was approved for this area in 2014. There were two divisions, Division 4 is the north portion of the property. Division 3 is the property along both sides of Snake River Parkway and S Utah Ave. Only the final plat for division 3 moved forward and was approved in 2015. In 2008 during the City-wide zone change, the property was rezoned to LC, Limited Commercial.

Staff Comments: The Comprehensive Plan identifies much of the property as Commercial, the rest is designated Greenbelt Mixed Use. As indicated in the Comprehensive Plan, commercial includes retail shops, restaurants and offices. The greenbelt mixed use is an area adjacent to the Snake River Greenbelt where people can live, work, and shop in a carefully planned environment. The proposed CC zone encompasses both characteristics of both commercial and greenbelt mixed uses intents. The CC zone provides a mixed uses zone which includes a variety of housing types and commercial uses. CC zones are primarily located in the central part of the City where streets and land use patterns are more densely developed, ample pedestrian ways, close to shops stores, and offices. This property is close to the core of the City, in proximity to pedestrian way, and close to businesses and offices. In January 2021, a zone change was approved south of this property, the zone was changed from HC to CC. The zoning south of that in Snake River Landing is also CC.

Staff Recommendation: Staff and the Planning and Zoning Commission recommend approval of the rezone to CC as it consistent with the policies of the Comprehensive Plan and Zoning Ordinance.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. (p. 40)

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. (p. 48)

Encourage development in areas served by public utilities or where extension of facilities are least costly. (p. 67)

Develop nodes of Clustered Development. (p. 67)

The definitions for the land use categories on the map are:

Commercial: Retail shops, restaurants, and offices.

Greenbelt mixed uses: An area adjacent to the Snake River Greenbelt where people can live, work, and shop in a carefully planned environment.

Zoning Ordinance:**11-3-5: PURPOSE OF COMMERCIAL ZONES**

(B) CC Central Commercial Zone. This zone provides a mixed use zone which includes a variety of housing types and a variety of commercial uses. For this reason, the Zone is primarily located in the central part of the City where development has already occurred and the street and land use patterns are more densely developed. The CC Central Commercial Zone is characterized by lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Shops, stores, offices and other buildings are also characteristic of this Zone. Uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, are excluded from this Zone.

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

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

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
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)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C ₁ = administrative conditional use. C ₂ = Planning Commission conditional use. C ₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Accessory use, Fuel Station*		P	P	P	
Accessory use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, single unit attached			P		
Dwelling, single unit detached			P		
Dwelling, two unit			P		P
Eating establishment		P	P	P	P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, craftsman	P	P	P	P	
Industry, light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord. 3277, 10-10-19)

July 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Natalie Black, Margaret Wimborne.

MEMBERS ABSENT: Gene Hicks, George Morrison

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Naysha Foster, Caitlin Long, and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Cantu moved to approve the Minutes from June 1, 2021 and June 15, 2021, Wimborne seconded the motion and it passed unanimously.

Public Hearing (s):

1. RZON 21-010: REZONE: Rezone from HC to CC for Eagle Ridge Division No. 3.

Dixon opened the public hearing.

Applicant: Steve Khyme, 1765 N. Yellowstone Highway, Idaho Falls, Idaho. Khyme indicated that they want to rezone the remaining portion of Eagle Ridge. Khyme stated that the objective is to accommodate the increasing demand for residential development and the development plan hasn't changed other than inquiry for multi-family in the area and intend to build a portion of the property out as multi-family.

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

Support/Opposition:

David Price, 1200 Overland, Burley, Idaho. Price is an owner in the project. Price indicated that they have people interested in higher density. Price finds it interesting there is contiguous property with the same zoning.

Kevin Young, Young Autobody, 891 Pancheri, Idaho Falls, Idaho. Young borders the back of the property asking to be rezoned. Young stated that all the business owners in the area share the same concerns that this was an industrial area, and there are industrial businesses throughout the area. Young wants the property to develop but is concerned that multi-family dwelling will create problems for businesses in the future with the new residents not liking the businesses in the areas. Young feels that residential backed up to commercial is always a problem. Young stated that the canal runs at such a different level, that Snake River Landing is well below this piece of property and seems like a different world when you are in the area.

Dixon closed the public hearing.

Cantu asked what is going on that property. Dixon indicated that they need to look only at the zone, and not what is intended to go there, but the applicant did indicate that the reason for the rezone was to have the potential for residential.

Black stated that it is interesting how things have changed because a few years ago there was multi-family residential across the interstate and it was changed because no one wanted to live near the interstate, so the demand for housing wasn't good there. Black doesn't see anything that she would object to with the rezone.

Denney agreed with Black that she doesn't have any opposition to it but does question whether people want to live in that area. Denney confirmed that this is part of the Greenbelt Mixed use area and close to other residential areas.

Romankiw agreed that Snake River Landing is well below this property and does seem like a different world from this piece of property. Romankiw indicated that this application does comply with the policies of the Comprehensive Plan, and the Zoning Ordinance.

Romankiw moved to recommend to the Mayor and City Council approval of the Rezone from HC to CC of 28.949 Acres in the NE ¼ of the SW ¼ of Section 24, Township 2N, Range 37 E (Eagle Ridge Division No. 3. + 17.83 acres), Denney seconded the motion. Dixon called for roll call vote: Black, yes; Cantu, yes; Denney, yes; Romankiw, yes; Wimborne, 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 28.949 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC ZONE TO CC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is CC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial” and “Greenbelt Mixed Use;” and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 6, 2021, and recommended approval of zoning the subject property to CC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 12, 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 28.949 acres, in the NE ¼ of the SW ¼ of Section 24, Township 2 North, Range 37 East

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “CC” 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 28.949 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC ZONE TO CC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM HC TO CC 28.949 ACRES IN THE NE ¼ OF THE SW ¼ OF SECTION 24, TOWNSHIP 2N, RANGE 37 EAST.

WHEREAS, the applicant filed an application for rezoning on May 18, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 12, 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 Pier View Dr., east of Snake River Pkway, south of Pancheri Dr., and west of Interstate 15.
3. The Comprehensive Plan designation for this area as Commercial and Greenbelt Mixed Use.
4. The requested CC Zone is consistent with both the Commercial and Greenbelt Mixed Use designation and policies of the Comprehensive Plan.
5. The Planning and Zoning Commission recommend approval of the rezone from HC to CC Zone.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-197

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Comprehensive Plan Amendment from Lower Density Residential to Higher Density Residential and Commercial, Resolution and Reasoned Statement of Relevant Criteria and Standards to Amend the Comprehensive Plan Land Use Map.

Council Action Desired

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

1. To approve the Resolution amending the Comprehensive Plan Land Use Map for the area around Lincoln Road, east of Woodruff Ave., and west of Hitt Road 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 Land Use Map and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Description, Background Information & Purpose

For consideration on the regular agenda is a Resolution amending the Comprehensive Plan Land Use Map. The proposed amendment reflects comprehensive plan policies recommending planning for varied commercial functions within the city and locating commercial centers near existing arterials with excess capacity. The map amendment was considered by the Planning and Zoning Commission at its July 6, 2021, meeting and recommended approval. 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

 Higher Density


 Commercial

 Higher Density

Street Names

 City Limit

Overlays

 PT

 PT&T-1

 PUD

 T-1

 T-2

Zoning


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
 R1

 R2

 TN


 RMH


 R3

 R3A


 PB

 CC


 LC

 HC

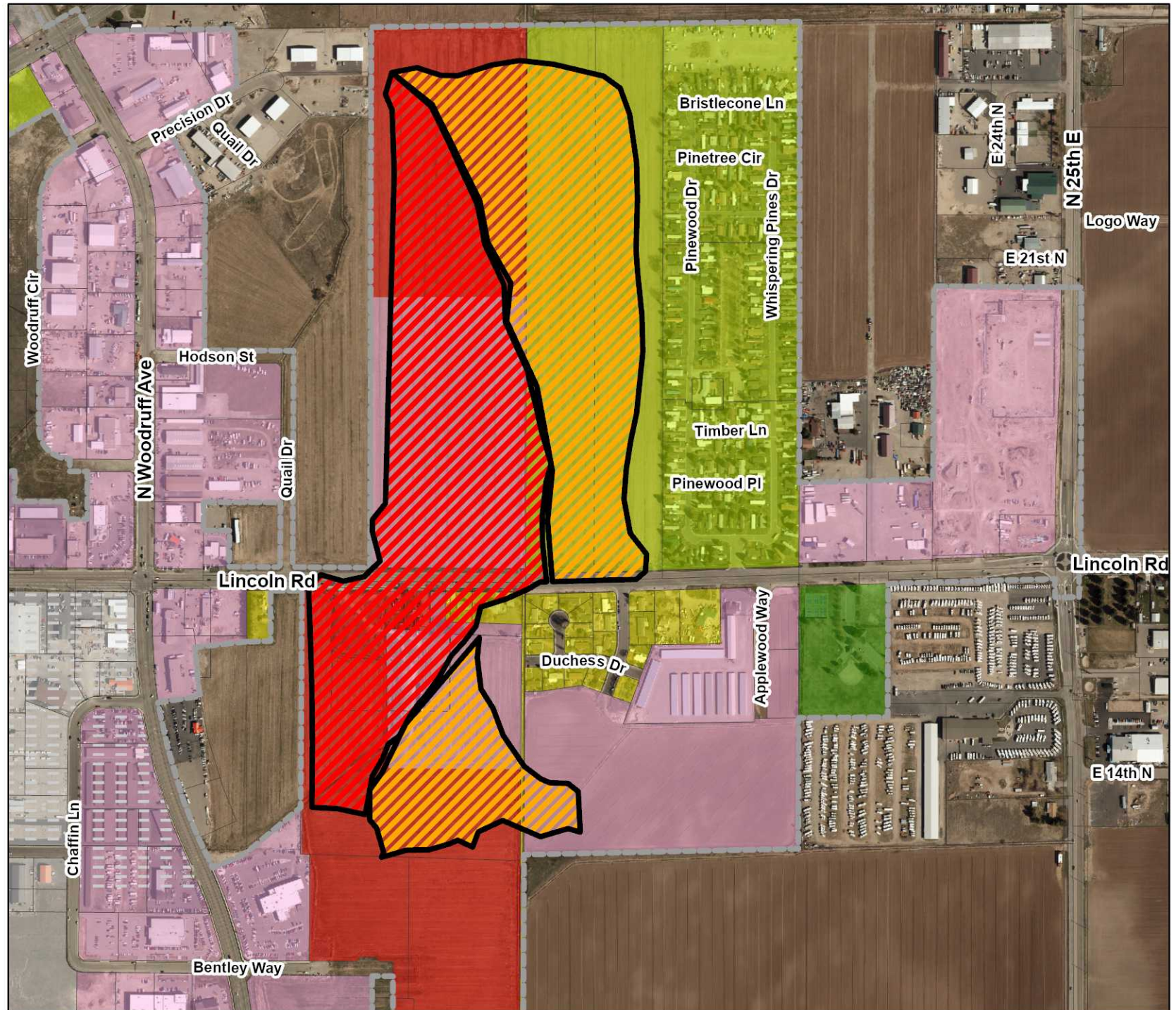
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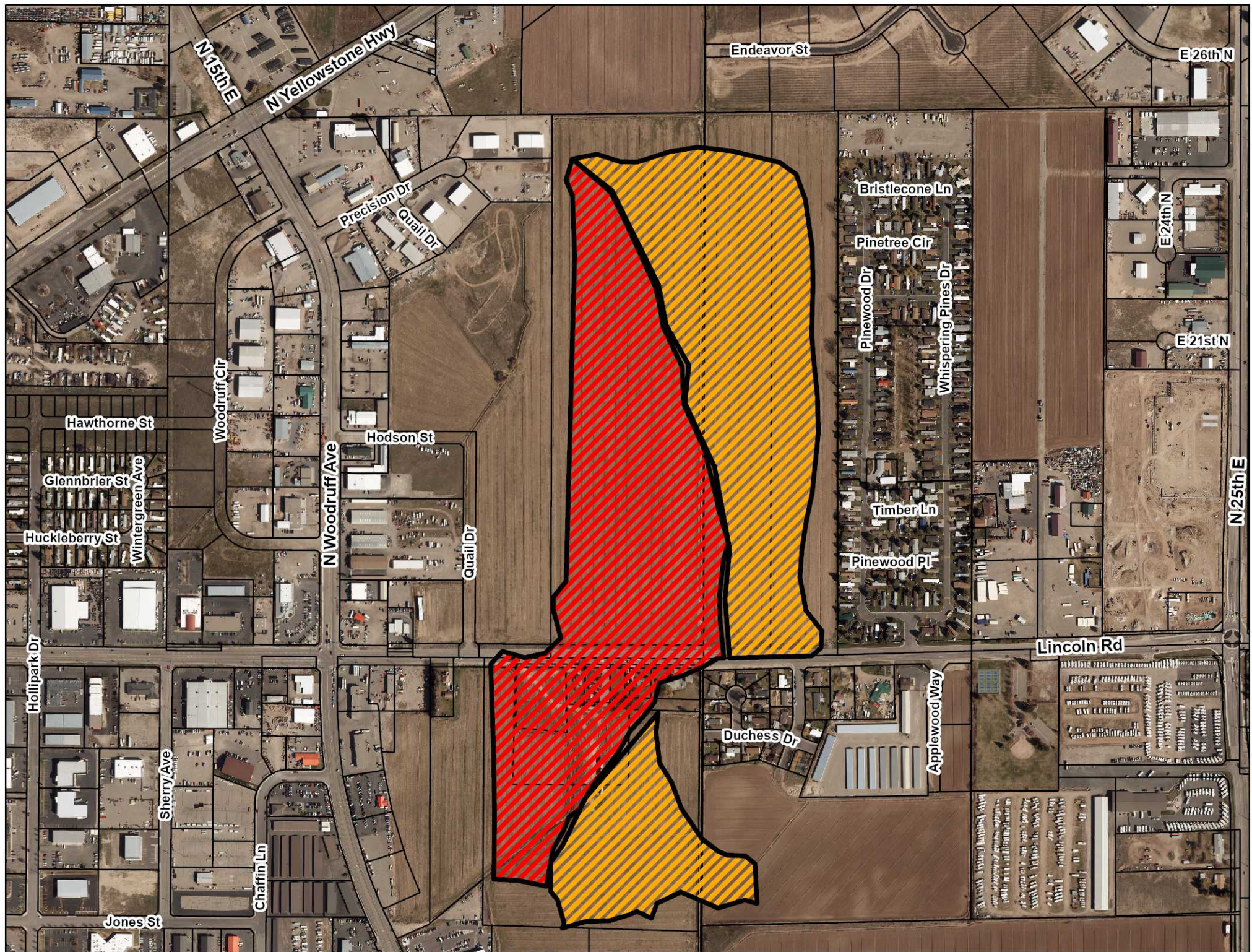
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


















Rezone

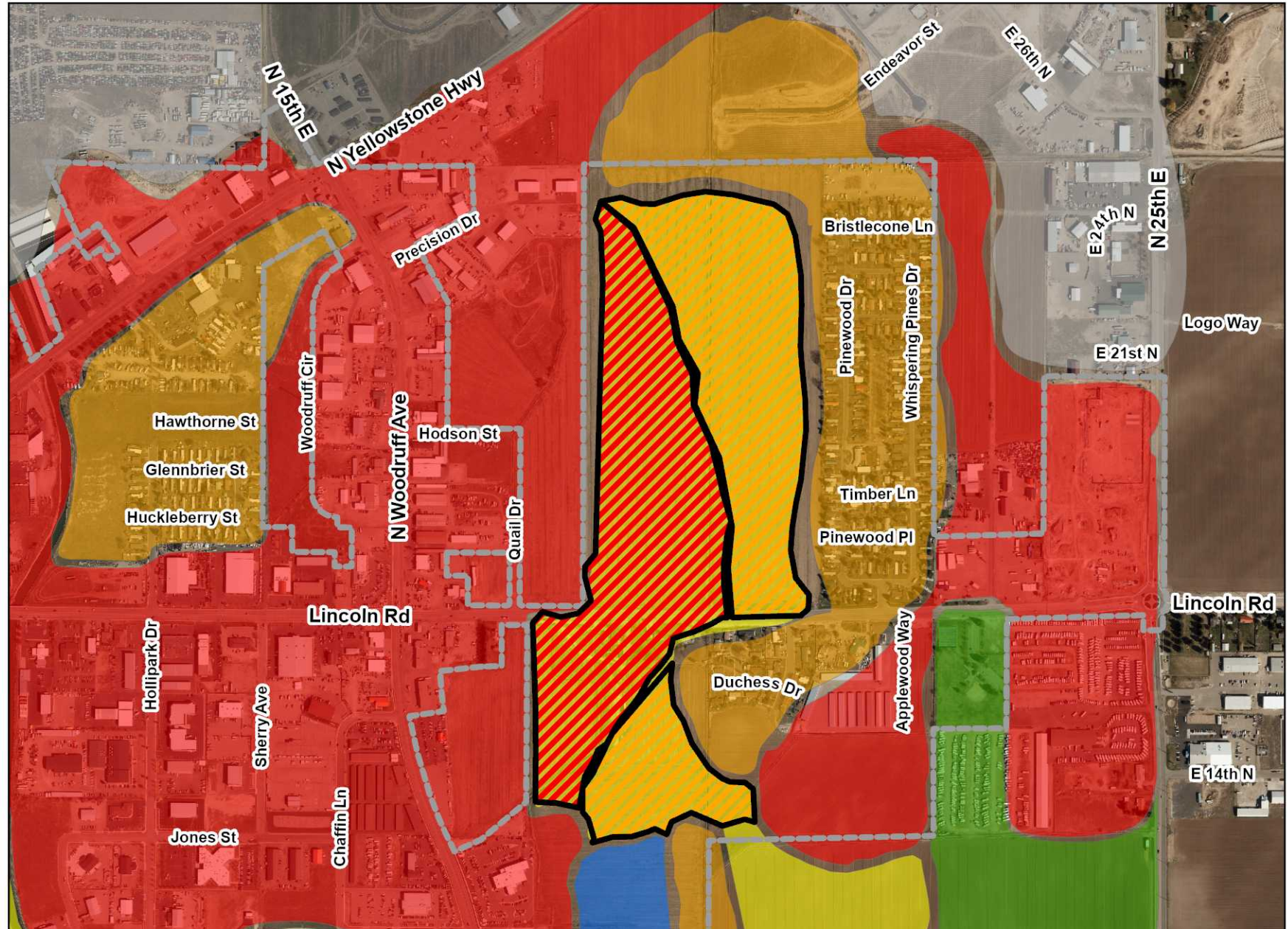
RZON21-011 Comp Plan Amend from Lower to Higher Density & Commercial


 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

Comprehensive Plan



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



<p style="text-align: center;">STAFF REPORT</p> <p style="text-align: center;">Comprehensive Plan Amendment, Lower Density Residential to Higher Density Residential, Commercial Portions of Sections 9 and 16, Township 2 North, Range 38 East August 12, 2021</p>		 <p style="text-align: center;">IDAHO FALLS Community Development Services</p>
<p>Applicant: Connect Engineering</p> <p>Project Manager: Kerry Beutler</p> <p>Location: North and South of Lincoln Rd, East of N Woodruff Ave, West of 25th E</p> <p>Existing Zoning: HC, LC, RMH, R1,</p> <p>Existing Land Uses: Agriculture, Vacant, Residential, Commercial</p> <p>Future Land Use Map: Lower Density (proposed to be changed to Commercial and Higher Density)</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Comprehensive Plan Policies 2. Zoning Information 3. Maps and Aerial Photos 	<p>Requested Action: Approval of an amendment to the Comprehensive Plan Land Use Map.</p> <p>Staff Comments: The area for consideration is generally located north and south of Lincoln Road east of Woodruff Ave. and west of 25th East, all arterial roads. The Comprehensive Plan identifies this area as Low and Higher Density Residential surrounded by Commercial. This area has been in a state of transition since the construction of Costco, to the east. The Comprehensive Plan was modified in this area at that time, but left a swath of Low Density designation. Low density residential exists in this area only on the south side of Lincoln Road in the form of a few scattered houses and the first phase (13 lots) of Applewood Place subdivision, platted in 1979. The remainder of Applewood Place has been re-subdivided and zoned for commercial development. Lower density residential development continues to make sense further south of Lincoln Road, but this area with its proximity and access to arterials streets is more appropriate for higher density residential and commercial uses.</p> <p>The Comprehensive plan identifies the need to plan for varied commercial functions within the city. Regional commercial centers are recommended to be located near existing arterials with excess capacity. 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. Yellowstone Highway runs just north of 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 commercial.</p> <p>Staff Recommendation: Staff recommends approval of the amendment to the Comprehensive Plan Future Land Use Map.</p>	

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. Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (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)

Buffer commercial development, including services, from adjacent residential development. (p. 49)

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. Such centers offer services for the employee and visitor, such as day care centers, restaurants, and business services. The zones which have been used for employment centers are M-1, R&D-1, and C-1 as well as PB. Again, we need to monitor the results of development to determine if these zones promote the mix of land uses envisioned in this comprehensive plan. (p.52)

Commercial Retail shops, restaurants, and offices.

Employment center Offices including technology related businesses, research and development laboratories, and limited retail uses as restaurants and business support services.

Higher density residential Homes, apartments, and condominiums developed at densities of 8 to 35 units 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. (p. 63)

Encourage development in areas served by public utilities or where extensions 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)

July 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Natalie Black, Margaret Wimborne.

MEMBERS ABSENT: Gene Hicks, George Morrison

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Naysha Foster, Caitlin Long, and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Cantu moved to approve the Minutes from June 1, 2021 and June 15, 2021, Wimborne seconded the motion and it passed unanimously.

Public Hearing (s):

2. RZON 21-011: REZONE. Comprehensive Plan Amendment from Lower Density Residential to Higher Density Residential and Commercial for area Near Lincoln Road.

Dixon opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley indicated that the change in the area near Costco going down Lincoln has different thoughts happening in the area lends a need for a Comprehensive Plan Amendment. Jolley stated that the area is moving away from lower density to commercial and higher density housing. Jolley feels this fits the need of the city and the current trend of development.

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

Black clarified that this is rezoned already, and this will make it match the Comprehensive Plan. Cramer walked through the slides to answer questions about what has been zoned.

No one appeared in support or opposition.

Dixon closed the public hearing.

Dixon noted that it was his comments at prior meetings to do the Comprehensive Plan before the rezone.

Wimborne stated that this area has developed in a way that they hadn't imagined and now it will require the commission to make sure they are updating things to reflect those changes and moving from the lower density to the higher density makes sense.

Wimborne moved to recommend to the Mayor and City Council approval of the Comprehensive Plan Amendment, Lower Density to Higher Density Residential and Commercial, Black seconded the motion. Dixon called for roll call vote: Wimborne, yes; Romankiw, yes; Black, yes; Cantu, yes; Denney, yes. The motion passed unanimously.

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 NORTH AND SOUTH OF LINCOLN ROAD EAST OF WOODRUFF AVENUE AND WEST OF 25TH EAST. PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO THE 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 north and south of Lincoln Road east of Woodruff Avenue and west of 25th East from Lower Density Residential to Higher Density Residential and Commercial 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 north and south of Lincoln Road east of Woodruff Avenue and west of 25th East from Lower Density Residential to Higher Density Residential and Commercial.
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 NORTH AND SOUTH OF LINCOLN ROAD EAST
OF WOODRUFF AVENUE AND WEST OF 25TH EAST. PROVIDING
THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL AND PUBLICATION ACCORDING TO THE LAW."

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

COMPREHENSIVE PLAN AMENDMENT, LOWER DENSITY RESIDENTIAL TO HIGHER DENSITY RESIDENTIAL AND COMMERCIAL FOR THE AREA NORTH AND SOUTH OF LINCOLN ROAD EAST OF WOODRUFF AVE. AND WEST OF 25TH EAST

WHEREAS, the applicant filed an application for a final plat on May 24, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 12, 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 north and south of Lincoln Road, east of Woodruff Avenue and west of 25th East.
3. Lower density residential development continues to make sense further south of Lincoln Road, but this area with its proximity and access to arterials streets is more appropriate for higher density residential and commercial uses.
4. The County's Comprehensive Plan calls out this area as commercial.
5. The Comprehensive plan identifies the need to plan for varied commercial functions within the city.
6. Regional commercial centers are recommended to be located near existing arterials with excess capacity. 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. Yellowstone Highway runs just north of this area.
7. 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.
8. The Planning and Zoning Commission recommended approval of the 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-210

City Council Meeting

FROM: Kerry Beutler, Assistant Planning Director
DATE: Tuesday, August 3, 2021
DEPARTMENT: Community Development Services

Subject

Public Hearing-Rezone from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East, from HC to LC 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 HC to LC and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Description, Background Information & Purpose

Attached is the application for Rezoning from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 19.84 acres, in the SW 1/4 of Section 9, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 6, 2021, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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
-  Street Names

 City Limit

Overlays

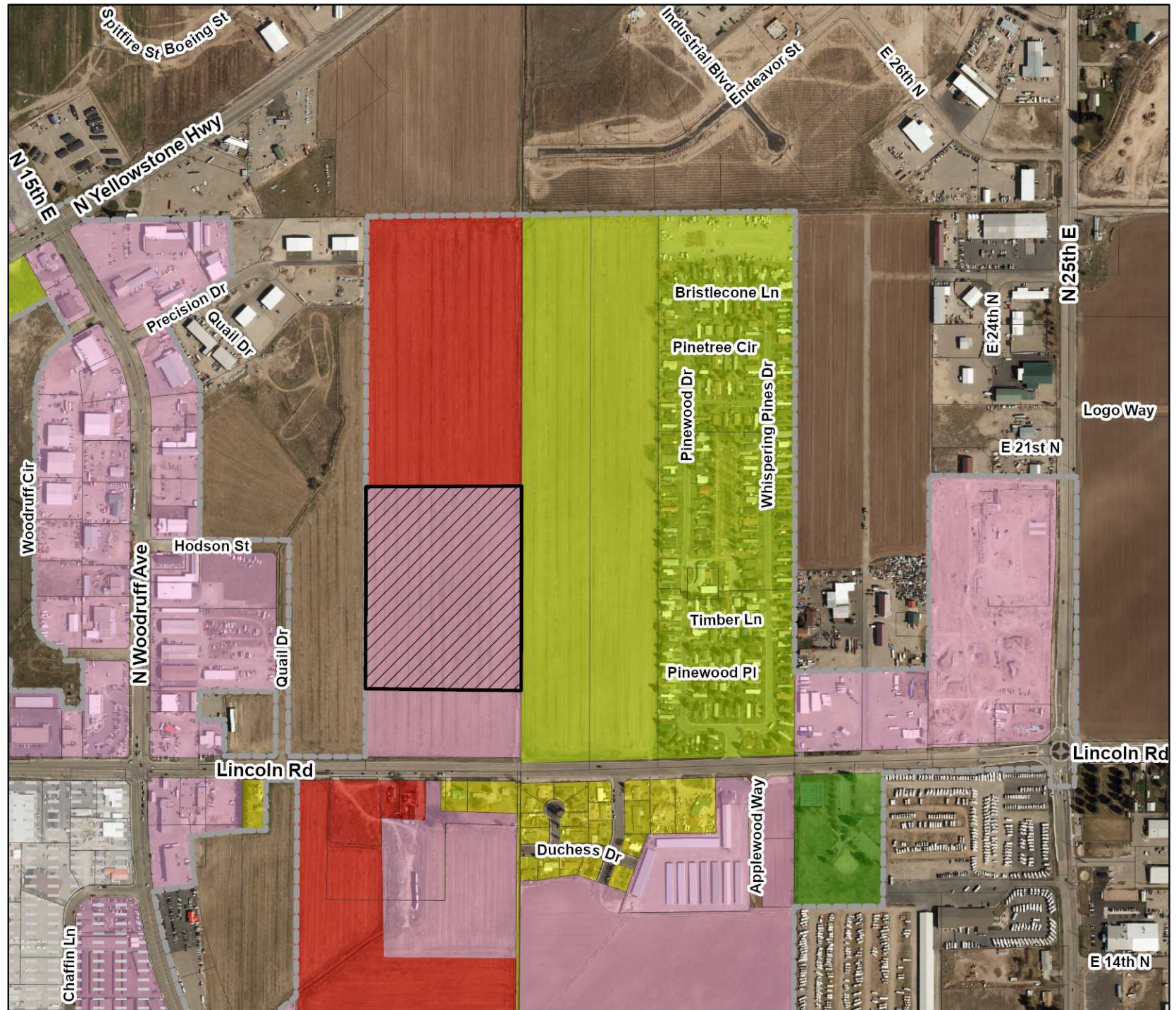
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2

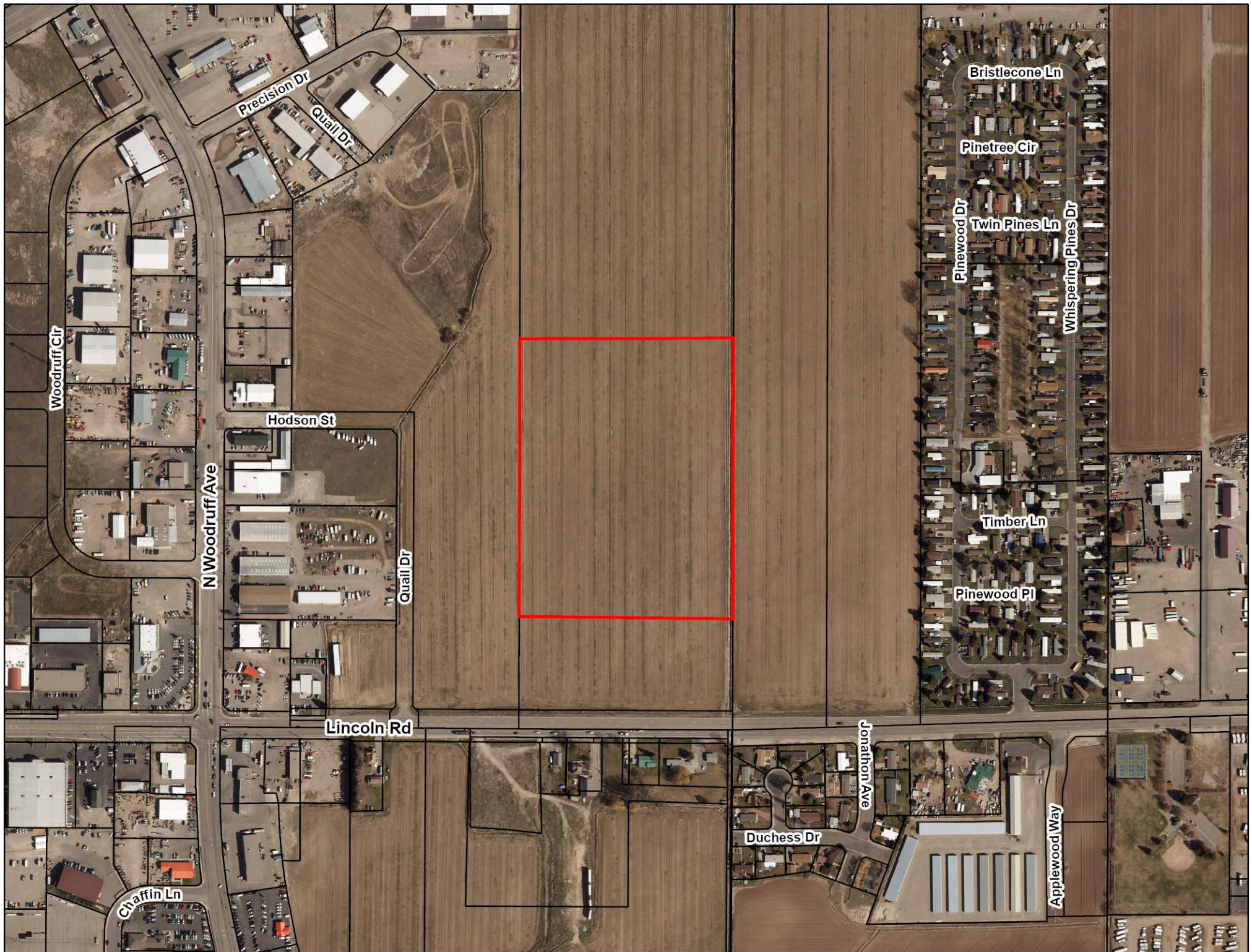
Zoning

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






Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



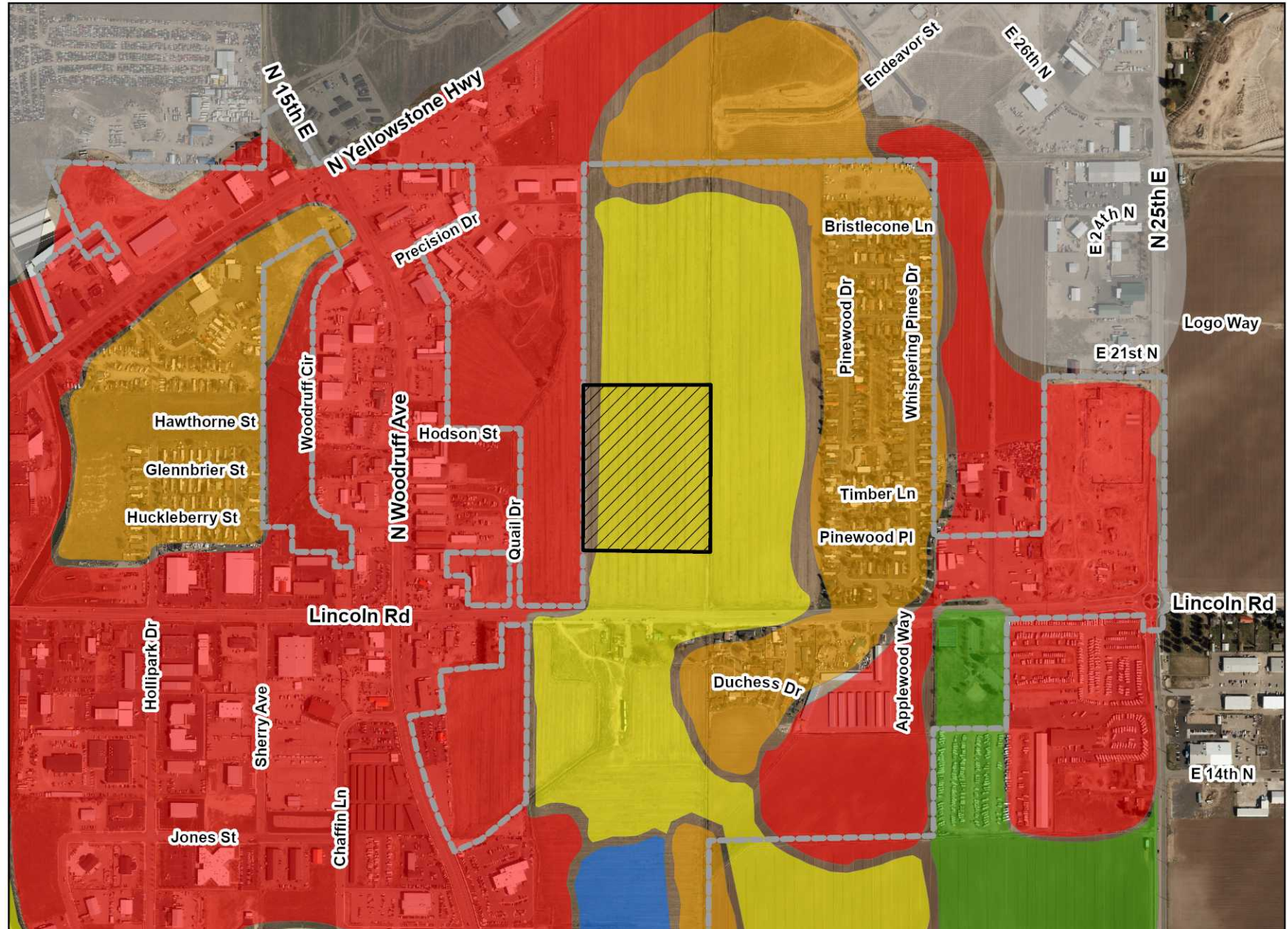


Rezone

RZON21-012 Rezone from HC to LC Section 9 T2N R38E

 Estate	 Greenbelt Mixed Uses	 Commercial	 Higher Education Centers	 Railroad-related industrial
 Low Density	 Parks and Recreation	 Employment Centers	 Planned Transition	
 Higher Density	 Public Facilities and Open Spaces	 Medical Services Centers	 Highway-related industrial	

Comprehensive Plan



IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



STAFF REPORT
REZONE FROM HC to LC
Approximately 19.84 acres
Section 9, Township 2 North, Range 38 East
August 12, 2021



Community
Development
Services

Applicant: Connect Engineering

Project Manager:
Kerry Beutler

Location: North of Lincoln Rd, East of N Woodruff Ave, South of N Yellowstone Hwy, West of Pinewood Dr

Size: 19.84 acres

Zoning:

North: LC

South: HC

East: RMH

West: County RA-1

Existing Zoning: HC

Proposed Zoning: LC

Existing Land Uses:

Site: Agriculture

North: Agriculture

South: Agriculture

East: Agriculture

West: Agriculture

Future Land Use

Map: Low Density
(proposed to be changed to Commercial and Higher Density)

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: Approval of the rezone of approximately 19.84 acres in from HC, Highway Commercial to LC, Limited Commercial.

History: The property was annexed in July of 2020 as part of a larger 44 acre parcel. The initial zoning was HC, Highway Commercial with the area to the north (22 acres) given an LC, Limited Commercial designation.

Staff Comments: This area is also being considered for a Comprehensive Plan Amendment to the Land Use map designations. The area is proposed to change from Low Density Residential to Higher Density Residential and Commercial. The request to rezone from HC to LC is consistent with this change.

The property was originally annexed and zoned HC in 2020 with no specific development plans. The applicant is requesting rezone from HC to LC to accommodate future development. The area north is also zoned LC. The LC Zone is a mixed use zone and allows for both commercial and residential development. The existing HC Zone allows for vehicle sales, outdoor storage and light manufacturing. These would not be allowed in the LC Zone, but the zone would allow residential uses, bed and breakfasts, and boarding houses.

Five acres of land adjacent to Lincoln Road will remain HC to allow for highway related commercial to be developed adjacent to the arterial.

Staff Recommendation: Staff recommends approval of the rezone to LC as it is consistent with and implements the policies of the Comprehensive Plan and is consistent with zoning in the area.

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 zoning is consistent with the policies of the Comprehensive Plan. The applicant is also proposing a Comprehensive Plan Map change to modify the Land Use map to be consistent with the area and the request.
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 uses in the HC and LC Zones are very similar. A change in zoning designation will not affect the potential traffic generation in the area. The area is served by Lincoln Road and Woodruff Ave, both arterials. Development of the area will fill in the street network and allow for better vehicle movement.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services.	Staff would anticipate little to no impact to the capacity of existing public services as a result of the zone change. Uses between the two zones are similar. This is within an area already being served and staff is unaware of development constraints.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is not aware of any potential nuisances or health and safety hazards as a result of the zone change.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	The property to the east was recently annexed and zoned RMH. The area is also seeing a lot of growth with Costco being constructed to the east.
Zoning Application Questions:	Applicant's response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The comp plan shows this as commercial. The property would still be zoned commercial just going from HC to LC.
What changes have occurred in the area to justify the request for rezone?	Some other commercial developments have developed in the county close by and a rezone to Mobile Homes adjacent to the property.
Are there existing land uses in the area similar to the proposed use?	Part of the existing site is already LC and across the street to the south is LC.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes

Comprehensive Plan Policies:

Plan for different commercial functions within the City of Idaho Falls. Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (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)

Buffer commercial development, including services, from adjacent residential development. (p. 49)

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. Such centers offer services for the employee and visitor, such as day care centers, restaurants, and business services. The zones which have been used for employment centers are M-1, R&D-1, and C-1 as well as PB. Again, we need to monitor the results of development to determine if these zones promote the mix of land uses envisioned in this comprehensive plan. (p.52)

Encourage a number of locations in the City for industry and large employers. There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p.52)

Assure there are sufficiently large vacant areas within and adjacent to the City to accommodate new industry. Modern one-story buildings with loading and storage facilities may require 50 to 100 acres. Working with Bonneville County and neighboring communities, we need to monitor our supply of vacant industrially zoned land near railroads and major highways with available utilities to assure sites are available to new employers.

Commercial Retail shops, restaurants, and offices.

Employment center Offices including technology related businesses, research and development laboratories, and limited retail uses as restaurants and business support services.

Higher density residential Homes, apartments, and condominiums developed at densities of 8 to 35 units 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. (p. 63)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major

streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

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

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

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
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)

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C ₂	C ₂	C ₂	C ₂	C ₂
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C ₂	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C ₃	C ₃		C ₃
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C ₂	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C ₂	C ₂	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)

July 6, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Natalie Black, Margaret Wimborne.

MEMBERS ABSENT: Gene Hicks, George Morrison

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Naysha Foster, Caitlin Long, and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Cantu moved to approve the Minutes from June 1, 2021 and June 15, 2021, Wimborne seconded the motion and it passed unanimously.

Public Hearing (s):

3. RZON 21-012: REZONE FROM HC to LC for area near Lincoln Road.

Dixon opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stated that this is the second part to the Comprehensive Plan Amendment. Jolley stated that they feel that LC in the back of the HC would be more advantageous and the highest use of the property as you come off Lincoln Road, so they are requesting to shrink the HC area and rezone that portion to LC.

Cramer presented the staff report.

Dixon commented that HC does not allow single family dwellings and LC does so if this change were to go forward it would make it consistent with the Comprehensive Plan.

No one appeared in support or opposition.

Dixon closed the public hearing.

Wimborne feels the application makes sense with the HC next to Lincoln and LC connected to the bigger LC section.

Wimborne moved to recommend to the Mayor and City Council approval of the Rezone from HC to LC for Approximately 19.84 Acres of Section 9, Township2 North, Range 38 East, Black seconded the motion. Dixon called for roll call vote: Wimborne, yes; Romankiw, yes; Black, yes; Cantu, yes; Denney, 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 19.84 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial and Higher Density” and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 6, 2021, and recommended approval of zoning the subject property to LC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 12, 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 19.84 Acres of the SW ¼ of Section 9, Township 2 North, Range 38 East

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “LC” 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 APPROXIMATELY 19.84 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM HC TO LC FOR APPROXIMATELY 19.84 ACRES OF THE SW ¼ OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF LINCOLN RD, EAST OF N WOODRUFF AVE, SOUTH OF N YELLOWSTONE HWY, WEST OF PINEWOOD DR

WHEREAS, the applicant filed an application for rezoning on May 24, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 6, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 12, 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 Lincoln Rd, East of N Woodruff Ave, South of N Yellowstone Hwy, West of Pinewood Dr.
3. The Comprehensive Plan designation for this area is Higher Density and Commercial.
4. The LC Zone is a mixed use zone and allows for both commercial and residential development.
5. The Planning and Zoning Commission recommend approval of the rezone from HC to LC Zone.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2021

Rebecca L. Noah Casper, Mayor