



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 31, 2022

7:30 PM

City Council Chambers

While Coronavirus (COVID-19) is still a public health risk, the City will follow Eastern Idaho Public Health (EIPH) recommendations. EIPH currently recommends observance of The Centers for Disease Control and Prevention (CDC) guidelines.

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled Council meetings are open to any member of the general public either in person or via live stream on the City website and are archived on the City website (idahofalls.gov). Please be aware that the meeting agenda may differ at times because amendments to the agenda may be made by the Council during the meeting.

The Council encourages public input. While general public comment is not required by Idaho law, the Council welcomes general public comment as part of the City Council meeting. General public comment will be allowed for up to 20 minutes on the agenda. The public is always welcome to contact their Council representatives via e-mail or telephone, as listed on the City website.

The Council is committed to an atmosphere that promotes equal opportunity and is free from discrimination or harassment. All those who wish to address City Council during the public comment period are encouraged to adhere to the following guidelines.

Public Comment Participation Guidelines.

Speakers are encouraged to:

1. State their name and address.
2. Focus comments on matters within the purview of the City Council.
3. Limit their comments to three (3) minutes or less.
4. Refrain from repeating information already presented in order to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the whole group.
5. Practice civility and courtesy. The Council has the right and the responsibility to maintain order and decorum during the meeting. Time may be altered for those speakers whose comments are profane or disruptive in nature.
6. Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process including public hearings, City enforcement actions, and pending City personnel disciplinary matters.

Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Speakers should note that City Council members typically do not engage in dialogue or questions with speakers during the public comment period.

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. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to VirtualAttend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the remote option will not be available for all meetings.

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

City Council Agenda:

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. Idaho Falls Power

- 1) Quote S012898605, Purchase of Electrical Cable for Idaho Falls Power **21-451**
This request is to purchase various quantities of electrical cable.

Attachments: 20220331 Cable purchase - Irby.pdf

- 2) Idaho Falls Power Board Meeting minutes - February 2022 **21-454**
The Idaho Open Meeting Law requires that the governing body of a public agency provide for the taking of written minutes of all its meetings and make them available to the general public within a reasonable time after the meeting.

Attachments: 2022 0224 IFP Board Meeting minutes f.pdf

B. Public Works

- 1) Bid Award - Street Overlays 2022 **21-457**
On Tuesday, March 8, 2022, bids were received and opened for the Street Overlays - 2022 project. A

tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform plant mix pavement overlays on various city streets.

Attachments: STR-2022-01 Bid Tab.pdf

2) Bid Award - Seal Coats 2022 21-458

On Tuesday, March 8, 2022, bids were received and opened for the Seal Coats 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform seal coating on city streets.

Attachments: STR-2022-03 Bid Tab.pdf

C. Municipal Services

1) Quote 22-021, 2022 Concrete Replacements for Public Works 21-459

This purchase provides replacement concrete to make corners ADA compliant, replace valley gutters, curbs, and sidewalks in areas throughout the city as identified by the Streets division.

Attachments: MS_Quote 22-021-2022 Concrete Replacement for Public Works - Streets Division.pdf

2) Quote 22-022, 2022 Water Line Surface Repair for Public Works 21-461

This purchase will facilitate surface repairs on water mains and service lines in need of repair throughout the city as identified by the Water Division.

Attachments: MS_Quote 22-022- 2022 Waterline Surface Repair for Public Works -Water Division.pdf

3) Bid IF-22-13, Water Line Materials for Public Works 21-463

This purchase of water line materials will be used for various water projects throughout the city as determined by the Water Division. On March 22, 2022, bids were received and opened for Water Line Materials and a tabulation of bids was published. During the evaluation of the bids received, it was determined that the bid received for section VII for \$68,710.00 from Core & Main was non-responsive because it did not provide a delivery date in weeks and/or days as stipulated in the invitation to bid documents.

Attachments: MS_Bid IF 22-13 Water Line Materials for Public Works.pdf

4) Minutes from Council Meetings 21-467

February 24, 2022 City Council Meeting; March 7, 2022 City Council Work Session; and March 10, 2022 City Council Meeting

Attachments: 20220224 Council Meeting - Unapproved.pdf
20220307 Work Session - Unapproved.pdf
20220310 Council Meeting - Unapproved.pdf

- 5) 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 Sale or Conveyance of Real Property **21-468**

This property was donated to the City in January 2016. The Municipal Services and Parks and Recreation departments have determined this property is no longer needed and recommend the sale or conveyance of this real property within the appraised market value. The Notice of Public Hearing will be published on Sunday, April 10, 2022. The Public Hearing will be scheduled for Thursday, April 28, 2022, 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 sell or convey the property to a tax supported governmental unit pursuant to §50-1403(4).

Recommended Action:

Pursuant to Idaho Code §50-1402, Municipal Services requests that the Council give authorization to the Mayor and staff to take the actions necessary to conduct a public hearing as soon as possible regarding the sale or conveyance of city property located at Bel-Aire Division No. 3, Lots 1, 2, and 3 inclusive, Block 16; and Lot 1, Block 17, in the W1/2NE1/4 of Section 17, Township 2 North, Range 38, E.B.M or take other action deemed appropriate.

B. Parks & Recreation

- 1) Lease Agreement between the City of Idaho Falls and the Snake River BMX Association. **21-455**

This lease agreement allows for the Snake River BMX Association to lease a designated area on the Sandy Downs property for their program operations. The term of this agreement will be five years from 2022 through 2027.

Recommended Action:

The Parks and Recreation Department respectfully requests City Council approval and authorization for the Mayor and City Clerk to execute said lease agreement between the City of Idaho Falls and the Snake River BMX Association.

Attachments: Proposed BMX Location at Sandy Downs
Proposed BMX Location at Sandy Downs

C. Idaho Falls Power

- 1) IFP 22-08 17th St and Woodruff Project- Bluelake Utility Services, LLC **21-452**

Idaho Falls Power (IFP) solicited bids from qualified contractors to underground IFP power lines for the Public Works 17th and Woodruff road and intersection road widening project. Three bids were received with Bluelake Utility Services, LLC being the lowest responsive, responsible bidder. The base bid is \$355,000.00 with a ten percent (10%) contingency of \$35,500 for a total cost of \$390,500.00.

Recommended Action:

Approve this bid award to Bluelake Utility Services, LLC of Nampa, Idaho for a not-to-exceed amount of \$390,500.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: IFP 22-08 bid sheet and contract with Bluelake Utility for 17th and Woodruff project.pdf

- 2) IFP 22-10 Westside Substation Relays and Racking - Electrical Power Products, Inc. **21-453**

Idaho Falls Power solicited bids from qualified contractors to provide Schweitzer relays and racking and also the wiring of the relays. There were two bids received with Electrical Power Products, Inc. being the lowest responsive, responsible bidder.

Recommended Action:

Approve this bid award to Electrical Power Products, Inc. of Des Moines, Iowa for a not-to-exceed amount of \$131,230.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: IFP 22-10 Westside Substation Relay and Racking - Electrical Power Products.pdf

D. Public Works

- 1) State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the 17th St, 1st St and Lincoln Road X-Walks. **21-464**

Attached for your consideration is a State Local Agreement for design and construction with ITD to improve pedestrian safety along 17th Street, 1st Street and Lincoln Road. Proposed work includes the installation of thermoplastic stop bars and crosswalks on all cross-street approaches. ADA upgrades will also be made to several locations.

Recommended Action:

Approval of the State Local Agreement and Resolution with ITD for 17th St, 1st St, and Lincoln Road X-Walks and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

Attachments: 22416 SLA CON HSIP.pdf

- 2) Proposal Award - Micro-Transit Pilot Project **21-465**

Proposals for a turn-key operation to design, launch, operate, market, and maintain a demand response rideshare service pilot project were received and evaluated; through a competitive process Downtowner Holdings LLC's proposal was accepted. The purpose of the proposed contract award is to enter a contract with Downtowner Holdings LLC to perform these actions as outline above.

Recommended Action:

Approve the proposed contract between the City of Idaho Falls and Downtowner Holdings LLC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Microtransit Program Agreement 3.29.22.pdf

3) Bid Award - Idaho Falls Community Policing Facility 21-460

On Wednesday, March 23, 2022, bids were received and opened for the Idaho Falls Community Policing Facility project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform the construction of the Idaho Falls Community Policing Facility.

Recommended Action:

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Ormond Builders as the apparent low responsive bid at \$23,827,176.00 base bid with the Bid Alternate #1 at \$20,400.00 and unit cost #1 (removal of Unsuitable Materials) at \$40.00/cy and unit cost #2 (Rock Removal) at \$115.00/cy and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Ormond Builders.pdf

E. City Attorney

1) Amendment to Council member Election Ordinance 21-456

This Ordinance conforms City Code Council elections with Idaho Code Title 50, Chapter 4 by reducing the number of registered qualified electors accompanying a Council candidate's petition from not more than forty (40) to not less than five (5).

Recommended Action:

Approve the Ordinance amending City Code Title 1, Chapter 6 to conform Council candidate petition requirements with the Idaho Code 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 request that it be read by Title: or reject the Ordinance: or take other action deemed appropriate).

Attachments: Ordinance

2) Public Hearing for increase of fees to the March 2022 Fee Schedule 21-466

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of certain fees to the City's fee schedule and approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, March 31, 2022 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, March 20, 2022 and Sunday, March 27, 2022.

Recommended Action:

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

Attachments: Fee notice.pdf
Resolution Fee Workbook (2022 Mid-Year Update) 3.24.22 Clean Copy).pdf

F. Community Development Services

- 1)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 7. **21-449**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for the Park Place Division No. 7. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation

Recommended Action:

1. Approve the Development Agreement for the Final Plat for Park Place Division No. 7 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).

2. Accept the Final Plat for Park Place Division No. 7 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Park Place Division No. 7 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 2)** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat. **21-450**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat. The Planning and Zoning Commission considered this item at its January 4, 2022, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Accept the Final Plat for Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat and give authorization for the Mayor to execute

the necessary documents (or take other action deemed appropriate).

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

3) Resolution approving the Statement of Annexation Principles. 21-429

Attached is a resolution approving an amended version of the Statement of Annexation Principles. The amendments to the document clarify that the City will hold a public hearing for Category A annexations pursuant to Idaho Code and modifies the policy regarding roadway annexations. Previously, the City has only annexed arterial and collector roadways when City boundaries are on both sides of that road. The proposed amendment states the City will generally annex the road when the City becomes adjacent to only one side of the road. The document was sent to Bonneville County officials for review and comment. Most of the comments received were in regard to parts of the document already adopted and not proposed for changed and are not incorporated in this draft. However, County officials did express that the revised policy on roadway annexations is acceptable. Staff respectfully requests approval of the resolution.

Recommended Action:

Approve the Resolution approving the Statement of Annexation Principles and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Resolution - Statement of Annexation Principles 2021.pdf
Statement of Annexation Principles Final.docx

4) Public Hearing-Part 1 of 2 of the Annexation and Initial 21-446

Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.001 acres, Northwest ¼ of Section 16, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.001 acres, Northwest ¼ of Section 16, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 1, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Recommended Action:

1. Approve the Ordinance annexing 1.001 acres, Northwest ¼ of Section 16, 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 1.001

acres, Northwest ¼ of Section 16, 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
 Staff Report.docx
 Residential and Commercial Use Table.pdf
 PC Minutes.docx
 Ordinance
 Exhibit A.pdf
 Exhibit Map.pdf
 Reasoned Statement Annexation.docx

- 5) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, **21-447**
 Limited Commercial, Initial Zoning Ordinance and Reasoned Statement
 of Relevant Criteria and Standards, 1.001 Acres, Northwest ¼ of Section
 16 Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.001 Acres, Northwest ¼ of Section 16 Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 1, 2022, meeting and recommended approval of LC, Limited Commercial by a unanimous vote. Staff concurs with this recommendation and recommends approval.

Recommended Action:

1. Assign a Comprehensive Plan Designation of “Mixed Use Centers and Corridors” and approve the Ordinance establishing the initial zoning for LC, Limited Commercial 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, Limited Commercial 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 A.pdf
Exhibit Map.pdf
Reasoned Statement Zoning.docx

- 6) Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Aspen Point PUD. **21-443**

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Aspen Point PUD. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and voted 5 to 1 to recommended approval of the PUD with the condition that the developer confer with the City Engineer regarding a turn lane on the west side of the property from Sunnyside.

Recommended Action:

1. Approve the Planned Unit Development for Aspen Point PUD as presented (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Aspen Point PUD and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map .jpg
Aerial.jpg
PUD.pdf
Elevations Aspen Point .pdf
Staff Report.doc
Public Comments.pdf
PC Minutes.docx
Reasoned Statement.docx

- 7) Amendment of the Comprehensive Zoning Ordinance Tables 11-2-1, 11-2-2 and 11-2-3, amending the uses allowed in residential, commercial, and industrial zones. **21-448**

On March 1, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the amendment as presented.

Recommended Action:

To approve the Ordinance amending the uses allowed in residential, commercial, and industrial zones 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).

Attachments: Staff report Use Table Amendments.doc
PC Minutes.docx
Ordinance

- 8) Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 and Tables 11-1-1, 11-2-4, 11-3-1, 11-3-3, 11-4-1 clarifying the development standards related to manufactured and mobile homes. **21-445**

On February 15, 2022, the Planning and Zoning Commission unanimously voted to recommend to the Mayor and City Council approval of the ordinance amendments as presented.

Recommended Action:

To approve the Ordinance clarifying the development standards related to manufactured and mobile homes and establishing land use standards 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).

Attachments: Staff Report.doc
Ordinance
PC Minutes.docx

- 9) Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-4 and Tables 11-2-1 and 11-3-3 allowing for accessory dwelling units in all residential zones and establishing land use standards. **21-444**

On February 15, 2022, the Planning and Zoning Commission recommended to the Mayor and City Council approval of the ordinance amendments as presented with a vote of 3 to 2.

Recommended Action:

To approve the Ordinance allowing for accessory dwelling units in all residential zones and establishing land use standards 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).

Attachments: Staff Report.docx
PC Minutes.docx
Email Testimony Folsom.docx
FW_ Accessory Dwelling Units.pdf
Ordinance

6. Announcements.

7. Adjournment.

Memorandum

File #: 21-451

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, March 16, 2022
DEPARTMENT: Idaho Falls Power

Subject

Quote S012898605, Purchase of Electrical Cable for Idaho Falls Power

Council Action Desired

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

Accept and approve the only quote received from Irby of Salt Lake City, Utah for a total amount of \$98,090.46 (or take other action deemed appropriate).

Description, Background Information & Purpose

This request is to purchase various quantities of electrical cable.

Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well- planned growth and development, ensuring that community infrastructure meets current and future needs. This action also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

N/A

Fiscal Impact

This purchase is budgeted for in the Idaho Falls Power 2021/2022 budget.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.



STUART C IRBY BR 1093 SALT LAKE CITY
 6312 WEST BEAGLEY ROAD
 WEST VALLEY CITY UT 84128

Quotation

QUOTE DATE	ORDER NUMBER
03/09/22	S012898605
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

SOLD TO:
 CITY OF IDAHO FALLS
 PO BOX 50220
 IDAHO FALLS, ID 83405-0000

SHIP TO:
 CITY OF IDAHO FALLS
 140 S CAPITAL
 IDAHO FALLS, ID 83402-0000
 208-612-8433

ORDERED BY: BIL

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
238934		1100 OKONITE				Joe R Arnold	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Joseph C Rho		03/09/22		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom		Ext.Amt	
4104FT		1	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL ***** 684X2 *****	10205.000M		41881.32	
2892FT		2	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL ***** 2X482 *****	10205.000M		29512.86	
2616FT		3	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL ***** 1X872 *****	10205.000M		26696.28	

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	98090.46
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	98090.46

** Reprint ** Reprint ** Reprint **

Memorandum

File #: 21-454

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, March 18, 2022
DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting minutes - February 2022

Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
 Approve Idaho Falls Power Board Meeting Minutes from Feb. 24, 2022 (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Open Meeting Law requires that the governing body of a public agency provide for the taking of written minutes of all its meetings and make them available to the general public within a reasonable time after the meeting.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

February 24, 2021 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, Feb. 24, 2022, at the Idaho Falls Power Large Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper

Board Member Michelle Ziel-Dingman

Board Member Thomas Hally (left at 10:48 a.m.)

Board Member Jim Francis

Board Member Jim Freeman

Board Member John Radford

Board Member Lisa Burtenshaw

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Mike Squires, UAMPS Director of Government Affairs

Wilson Lin, IFP Engineer

Randy Fife, City Attorney

Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:06 a.m.

Calendar Announcements, Events and Updates

Mayor Casper announced that the Idaho National Laboratory (INL) has purchased an all-electric bus. She said the United States Nuclear Industry Council (USNIC) is sponsoring a reactor summit in Sun Valley, Idaho the first week of April and noted that NuScale and Utah Associated Municipal Power Systems (UAMPS) are sponsors of the event. Mayor Casper added that the USNIC has invited the board to become members and that she would take care of the application process. She asked if it was appropriate to transfer her American Public Power Association's (APPA) voting credentials to Councilman Radford for the next week's legislative meetings. Board Member Radford mentioned APPA's resolution in support of hydro and General Manager (GM) Prairie pointed out that the resolution doesn't dig too deep into fish and biology or what the economics might look like on replacing the four lower snake dams. Mayor Casper continued to give the legislative event schedule for her trip to Washington, D.C. GM Prairie reviewed the items for the City Council agenda that evening and noted the utility hit an all-time peak load of 151 MW in January.

Annual Service Policy Review

IFP Engineer Wilson Lin reviewed the proposed changes to the service policy. Assistant General Manager (AGM) Boorman explained that for consistency, the service for mobile home parks is being changed from a commercial type of service to residential, to better align with how Rocky Mountain Power (RMP) treated recently annexed parks. GM Prairie pointed out that power bills for singlewide mobile homes can cost up to four times that of large single-family homes and added that the utility will likely need to upgrade the old and failing infrastructure that was recently purchased from RMP. AGM Boorman explained the classic weatherization and energy inefficiency issues with mobile homes. Mayor Casper asked if there are additional assistance programs available to help mobile home residents offset their high energy costs and GM Prairie said that the utility provides information on our energy efficiency programs, LED lightbulbs and low-flow shower heads to all newly connected RMP buyout customers. Mr. Lin continued to outline the updates proposed in the policy. Board Member Freeman asked if it was a general practice to install

transformers in front yards opposed to backyards and GM Prairie answered yes, that is usually the design for new residential installs and added that the transformer location is also dependent on the age of the neighborhood and whether the homes have alleyways. He explained some issues with elevation and grading in new construction, particularly after transformers have already been placed. AGM Boorman gave an example of how a builder didn't follow the grading design and raised the road elevation after the transformers had already been placed, which then put them below elevation. Subsequently, they had to be moved at the expense to the builder. There was a discussion about an Idaho senate bill that would protect utility employees.

Q4 and Q1 Power Supply Report

GM Prairie explained how UAMPS charges day-ahead and real-time energy prices and pointed out if there is an error in billing they have 18-months to resettle the bill. He pointed out that the high pricing in July was due to several consecutive hot days and explained how the power cost adjustment (PCA) is derived and said that the PCA will be discussed in more detail in next months' annual review discussion. He explained that conservative forecasting is based on a critical water year and added that the snowpack isn't looking good, therefore prior years' reporting will be considered in current forecasting. He pointed out that the July loads were up 31%, and noted that August came in a little lower because the prior August was very hot. GM Prairie explained how cold winters and hot summers are causing higher peak loads. He said that 116 MW was the historic all-time high for July and pointed out the hot week last July increased loads to 126 MW. AGM Boorman added that the utility will see more load growth as some of the high-density housing builders are installing all-electric units. GM Prairie pointed out a jump in the Bonneville Power Association (BPA) bill and Board Member Burtenshaw asked how far in advance BPA makes their projections. GM Prairie said that BPA does rate cases every two years and added that his analysis and projections also take into consideration the energy needs of key accounts and added that the utility is working with them on energy saving strategies. There was a discussion on electric vehicles, including bussing, which could also lead to future load growth. GM Prairie explained net metering and Board Member Radford asked how solar played into the economics. GM Prairie said that solar has about an 18-year payback and explained their typical daily cycle. He continued to point out that customer growth is up in part due to the RMP buyout and customer cutovers. He reviewed the heavy load hour positions and explained how the market reacts to poor snowpack, which lead to a discussion on prior and current drought conditions. GM Prairie explained the water supply forecasting on the Columbia Basin and showed how natural gas prices are on the rise. Board Member Burtenshaw asked if gas is supplied intercontinentally and GM Prairie said it was becoming more so with liquid natural gas (LNG) terminals being used by global exports and added that most of the U.S. produced liquified gas is sent to Asia. He explained how Germany relies on Russia for at least half of their natural gas supply as a bridge (stop gap) because they've shut down most of their own nuclear and coal plants due to aggressive clean energy policies.

Federal Legislative Update

UAMPS Director of Government Affairs Mike Squires gave a brief overview for some of the 2021 Federal legislation that included the passing of the American Rescue Plan and Infrastructure Bill, but noted that the Build Back Better and Clean Future Acts haven't been passed. He added that UAMPS is sending its opinions and guidance as agencies move forward in applying for grants. Mr. Squires commented that the Biden Administration has fallen short on its nominations when compared to past administrations and reviewed the energy and environment election trends. Mayor Casper asked if APPA talking points were available and Mr. Squires said he will be sending an updated and reduced list that would include climate related issues and wildfire management and noted that he expects to see some movement on tax accessibility and credits this legislative session.

Clean Energy Survey Results

GM Prairie explained the tools and software that were used in the survey development. He reported the outreach was via a press release, information on the city's website and direct text messaging to random customers with a survey link. He commented that the survey participants appeared motivated and that responses seemed spread across the energy spectrum with nuclear and hydro energy sources being priorities. He said the ranking identified reliability, low-cost then clean energy as priorities and Board Member Ziel-Dingman commented that this was the result she was expecting. Mayor Casper commented that the survey isn't statistically valid and cautioned to not base decisions from it. GM Prairie continued to say that the results point toward the majority of customers not willing to pay more than five percent (5%) higher rates for clean energy. He added that Idaho Power did a similar survey years prior that identified similar outcomes. Board Member Francis said he thought the comments reflected customers' misunderstanding of where their energy is currently derived. Board Member Radford lead a discussion about what rates look like in other countries. Board Members Ziel-Dingman and Burtenshaw asked if an "opt in" for clean energy was implemented, would the costs be likely socialized and GM Prairie said he works hard to not socialize costs and gave examples like the smart meter opt-out option. He said that if customers desire a service that not every customer will, then they should expect to pay for it. GM Prairie commented if 10% of the utility's customers signed up for a certified clean energy program, that it would be worth implementing. He reminded the board the last time a similar program was offered, there was zero interest. Board Member Francis asked for clarification on what the utility would be offering since the utility already provides hydro and GM Prairie lead a discussion on what clean energy credits are and how they are administered/sold. He said that Utah and Wyoming have been converting coal to gas as a bridge, but pointed out that the media's narrative is more on wind and solar and they're not talking about gas as being an affordable and lower-emission bridge. He reminded the board that geopolitical forces impact the energy market. There was a discussion on where the energy comes from that is purchased from BPA. GM Prairie asked the board if they would like to continue with annual surveys and Board Member Hally suggested every other year might be appropriate and Board Member Freeman asked how much they cost. GM Prairie said it was primarily staff time and some give away drawings for energy related items and Mayor Casper said she wouldn't mind doing the surveys informally and periodically and asked that suggestions for questions be submitted prior to the next survey.

Power Resource Study Committee Update

GM Prairie reviewed the recommendations to form a committee and pointed out the importance of diversity within a committee. He said he'd like the committee to debate and really consider the issues and maybe even struggle with the right recommendations. Mayor Casper commented that it's better to call it a study committee opposed to an advisory committee, so the board won't be impeded to move forward with a decision. She added that the liaisons should be ex-officiant to the committee and GM Prairie countered that a liaison could carry the voice of the board. A discussion about liaisons on the committee ensued. Board Member Freeman thought a liaison in the meetings could lend guidance and answer questions. Board Member Francis commented that the committee may feel freer to speak without a Council Member present. Mr. Fife advised the board that it's their committee and if there is a clear role for the liaison, then to include it in the resolution/charter. There was a discussion about the *business representative* member. Mayor Casper offered that a *community member* would be better titled than *general member* and recommends the board put some thought in the application language. GM Prairie said he will get the committee process moving forward.

Proposed Yellowstone Peak Generation Plant and Clean Energy Research Park Review

GM Prairie explained the resolution that will be coming before City Council and explained that it's basically the same resolution that Heber and Lehi Cities recently passed, which approves utilities to move forward

February 24, 2021 Unapproved

in their exploration of the peaking/research park concept. Board Member Francis asked what the next steps were if City Council approved the resolution and GM Prairie said that INL will be helping to put out the request for information (RFI). Mayor Casper offered that since Heber, Lehi, INL and the City of Idaho Falls consider this as a viable bridge, it's worth exploring. Mr. Fife advised there would be no obligation once passed and added that Heber and Lehi's constituents may decide not to move forward. He added that at some point City Council may want to revisit the Clean Energy Resolution (CER) and make sure there is clarity for staff and the community moving forward. Board Member Freeman agreed that the resolution is somewhat ambiguous. Board Member Burtenshaw commented that the CER wasn't a driving factor in her decision making and mentioned when the police station decided to be all electric when gas would be a less expensive option for the new station. After a short discussion, it was decided to add the resolution to a future work session for discussion and review on what it means. There was a discussion on the peaking plant white papers and GM Prairie said it's good way to work through all the options. Mayor Casper suggested to consider who the audience is and to keep it two pages as the papers could be a model for other utilities to follow. GM Prairie said he wasn't planning on sharing the white paper with the committee during their work but rather work on it in parallel with information that is being gathered by the committee. He pointed out other supporting articles included in the packet. Mayor Casper brought up interpretation and expediency issues with the Signing Authority Resolution approved by City Council October 2020. A discussion followed as to how the resolution is being interpreted by City Council, directors and legal services. It was noted that the completion of budgeted capital projects across several city departments is increasingly compromised due to the rising costs for material and labor; coupled with supply chain issues. It was decided to review the resolution in a future work session to add more clarity for staff.

There being no further business, the meeting adjourned at 11:26 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 21-457

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Monday, March 21, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Street Overlays 2022

Council Action Desired

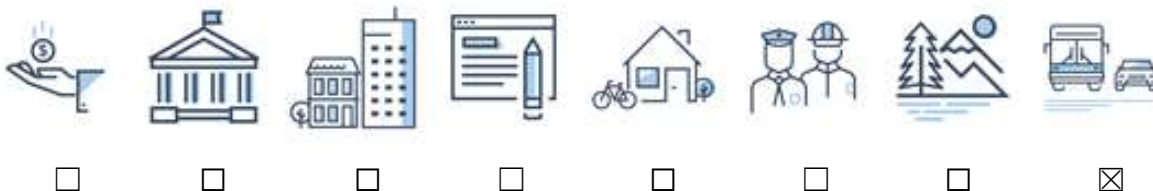
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of \$583,139.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, March 8, 2022, bids were received and opened for the Street Overlays - 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform plant mix pavement overlays on various city streets.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

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

Fiscal Impact

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

Legal Review

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

0-00-00-0-STR-2022-01
2022-027

City of Idaho Falls
Engineering Department
Bid Tabulation

Project: Street Overlays 2022
Submitted: Kent J. Fugal, P.E., PTOE
Number: 0-00-00-0-STR-2022-01
Date: March 8, 2022

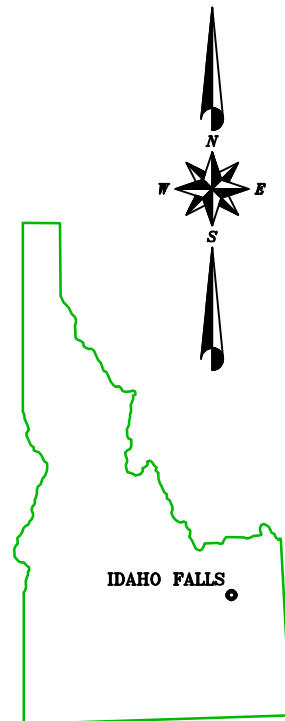
Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		Knife River Corporation		Sunroc Corporation dba Depatco		Avail Valley Construction	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK												
2.01	201.4.1.D.1	Removal of Concrete	130	SY	\$15.00	\$1,950.00	\$29.00	\$3,770.00	\$14.00	\$1,820.00	\$21.00	\$2,730.00	\$40.00	\$5,200.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	270	LF	\$10.00	\$2,700.00	\$6.00	\$1,620.00	\$8.00	\$2,160.00	\$8.00	\$2,160.00	\$12.00	\$3,240.00
		DIVISION 700 - CONCRETE												
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	270	LF	\$50.00	\$13,500.00	\$49.00	\$13,230.00	\$45.00	\$12,150.00	\$76.00	\$20,520.00	\$79.50	\$21,465.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, 5" thickness	73	SY	\$110.00	\$8,030.00	\$180.00	\$13,140.00	\$105.00	\$7,665.00	\$245.00	\$17,885.00	\$363.50	\$26,535.50
7.03	706.4.1.E.1.b	Concrete Sidewalks, 7" thickness	58	SY	\$140.00	\$8,120.00	\$248.00	\$14,384.00	\$135.00	\$7,830.00	\$309.00	\$17,922.00	\$446.00	\$25,868.00
		DIVISION 800 - AGGREGATES & ASPHALT												
8.01	810.4.1.A.1.a	1.5 " Plant Mix Pavement 1/2", PG 58-34	899	TON	\$105.00	\$94,395.00	\$103.00	\$92,597.00	\$117.00	\$105,183.00	\$90.00	\$80,910.00	\$134.00	\$120,466.00
8.02	810.4.1.A.1.b	2.25 " Plant Mix Pavement 3/4", PG 58-34	4,117	TON	\$105.00	\$432,285.00	\$94.00	\$386,998.00	\$97.00	\$399,349.00	\$117.00	\$481,689.00	\$129.00	\$531,093.00
		DIVISION 2000 - MISCELLANEOUS												
20.01	2010.4.1.A.1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$40,600.00	\$40,600.00	\$46,250.00	\$46,250.00	\$101,000.00	\$101,000.00	\$29,500.00	\$29,500.00
20.02	2030.4.1.A.1	Manhole, Adjust to Grade	8	EA	\$1,000.00	\$8,000.00	\$600.00	\$4,800.00	\$850.00	\$6,800.00	\$1,450.00	\$11,600.00	\$2,445.00	\$19,560.00
20.03	2030.4.1.C.1	Valve Box, Adjust to Grade	12	EA	\$800.00	\$9,600.00	\$400.00	\$4,800.00	\$530.00	\$6,360.00	\$640.00	\$7,680.00	\$2,445.00	\$29,340.00
		SPECIAL PROVISIONS												
SP-1	S1150	Remove & Replace Sign	6	EA	\$500.00	\$3,000.00	\$1,200.00	\$7,200.00	\$650.00	\$3,900.00	\$1,460.00	\$8,760.00	\$1,436.00	\$8,616.00
		TOTAL				\$641,580.00		\$583,139.00		\$599,467.00		\$752,856.00		\$820,883.50

Project:	Street Overlays 2022	Number:	0-00-00-0-STR-2022-01
Submitted:	Kent J. Fugal, P.E., PTOE	Date:	March 8, 2022

[illegible]

STREET OVERLAYS 2022

PROJECT # 0-00-00-0-STR-2022-01



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2022

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by Kent J
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1C00017649
Date:
2022.02.18
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AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
STREET OVERLAYS 2022			
CHK BY: KJF	DSG BY: CEP	DWN BY: CEP	
FILE NO. 0-00-00-0-STR-2022-03		DATE PLOTTED: 02/18/22	SHEET NO. 1 OF 5
DWG NO. STR-2022-03 Title			

File #: 21-458

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Monday, March 21, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Seal Coats 2022

Council Action Desired

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

Approve the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of \$1,061,233.25 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Tuesday, March 8, 2022, bids were received and opened for the Seal Coats 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform seal coating on city streets.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

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

Fiscal Impact

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

Legal Review

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

0-00-00-0-STR-2022-03
2022-028

City of Idaho Falls

Engineering Department

Bid Tabulation

Project: Seal Coats 2022
Submitted: Kent J. Fugal, P.E., PTOE

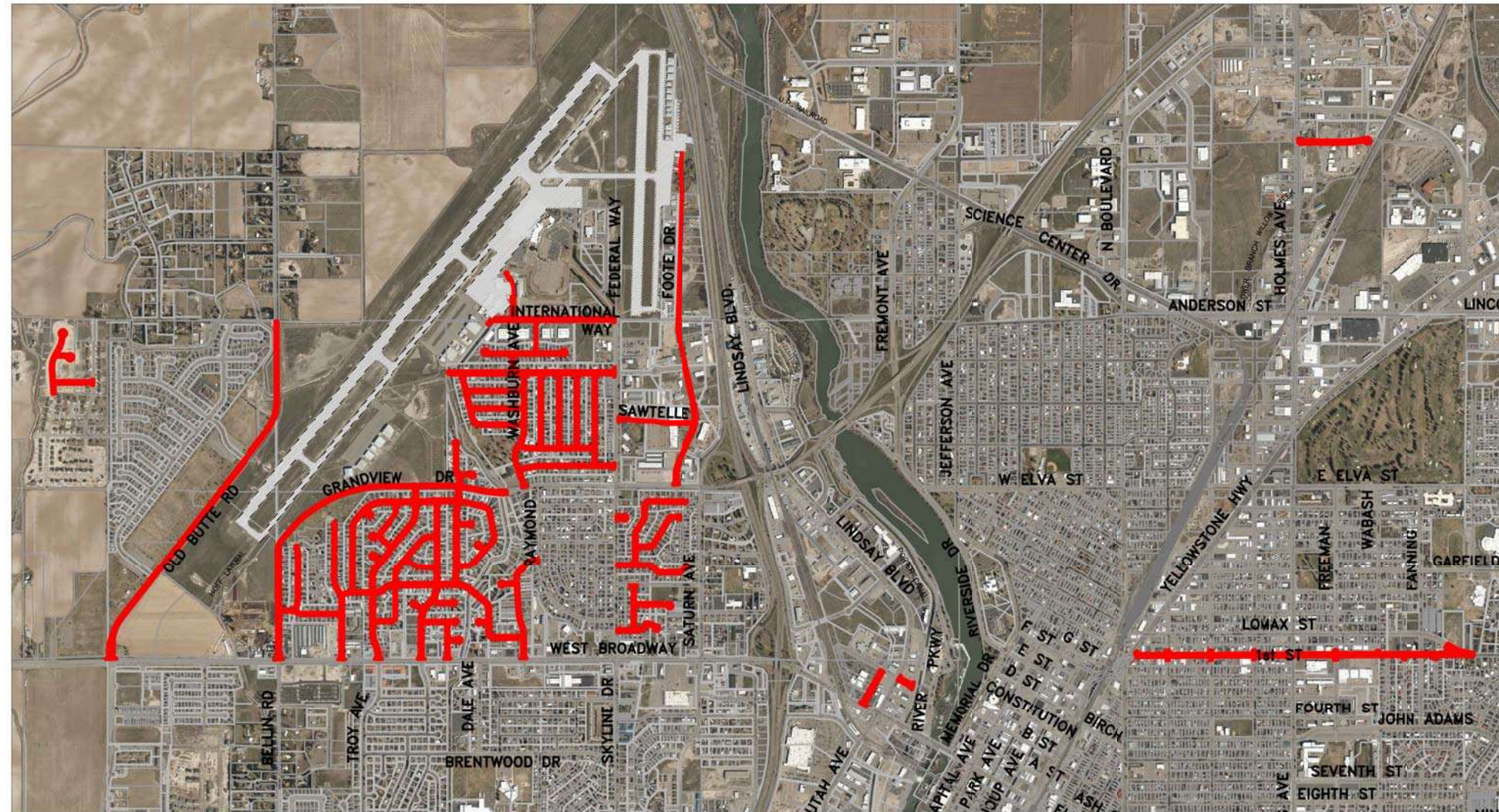
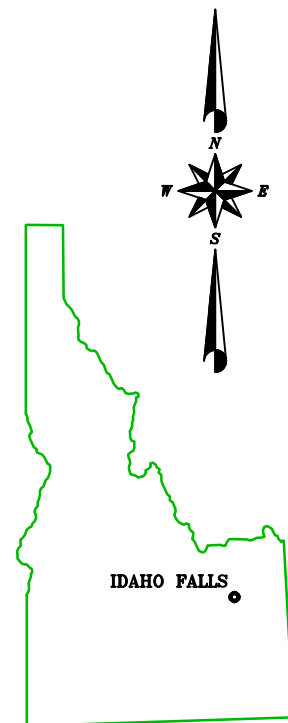
Number: 0-00-00-0-STR-2022-03
Date: March 8, 2022

Item Number

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		Knife River Corporation	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 800 - AGGREGATES & ASPHALT									
808.4.1.A.1	Seal Coat	332,675	SY	\$2.75	\$914,856.25	\$3.19	\$1,061,233.25	\$3.60	\$1,197,630.00
TOTAL					\$914,856.25		\$1,061,233.25		\$1,197,630.00

SEAL COATS 2022

PROJECT # 0-00-00-0-STR-2022-03



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Date: 2022.02.18 16:54:08-0700



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

MICHELLE ZIEL-DINGMAN
LISA BURTENSHAW
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

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

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

2022

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION		SEAL COATS 2022	
CHK BY: KJF	DSG BY: CEP	DWN BY: CEP	
FILE NO. 0-00-00-0-STR-2022-03	DATE PLOTTED: 02/18/22	SHEET NO. 1	OF 5
DWG NO. STR-2022-03 Title			

Memorandum

File #: 21-459

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, March 22, 2022
DEPARTMENT: Municipal Services

Subject

Quote 22-021, 2022 Concrete Replacements for Public Works

Council Action Desired

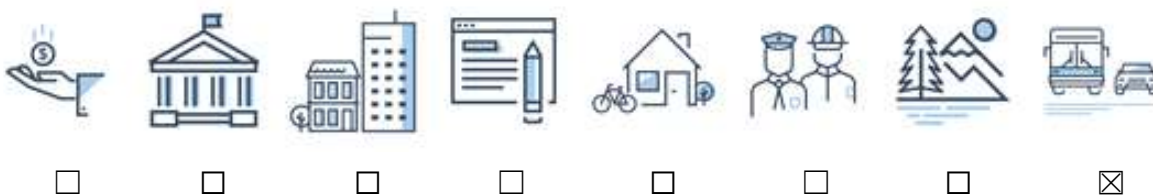
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the quote received from CAP LLC., dba Reinhart Concrete, for an estimated total of \$200,000 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase provides replacement concrete to make corners ADA compliant, replace valley gutters, curbs, and sidewalks in areas throughout the city as identified by the Streets division.

Alignment with City & Department Planning Objectives



This purchase supports the reliable public infrastructure and transportation community-oriented result by replacing concrete, valley gutters, curbs and sidewalks as needed.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Funds to purchase the replacement concrete are in the 2021/22 Public Works, Street division operating budget.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

Vendor	VENDOR #1	VENDOR #2
	CAP LLC dba Reinhart Concrete	
Fly Ash Concrete Mix		
Placement of curb and gutter	\$36.00 per Linear Foot	per Linear Foot
Placement of 4" Concrete	\$6.00 per Square Foot	per Square Foot
Placement of 5" Concrete	\$6.75 per Square Foot	per Square Foot
Placement of 6" Concrete	\$9.25 per Square Foot	per Square Foot
Placement of 7" Concrete	\$8.00 per Square Foot	per Square Foot
Placement of 8" Concrete w/ rebar	\$11.25 per Square Foot	per Square Foot
Non-Fly Ash Concrete Mix		
Placement of curb and gutter	\$35.00 per Linear Foot	per Linear Foot
Placement of 4" Concrete	\$5.75 per Square Foot	per Square Foot
Placement of 5" Concrete	\$6.50 per Square Foot	per Square Foot
Placement of 6" Concrete	\$9.00 per Square Foot	per Square Foot
Placement of 7" Concrete	\$7.75 per Square Foot	per Square Foot
Placement of 8" Concrete w/ rebar	\$11.00 per Square Foot	per Square Foot
Install detectable warning panel (City Furnished)	\$250.00 Each	Each
Install storm drain marker in curb area (City Furnished)	\$5.00 Each	Each

Memorandum

File #: 21-461

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, March 22, 2022
DEPARTMENT: Municipal Services

Subject

Quote 22-022, 2022 Water Line Surface Repair for Public Works

Council Action Desired

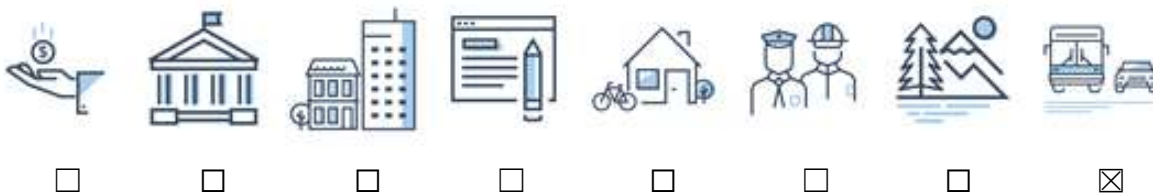
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the lowest quote received from Knife River for an estimated total of \$650,000 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will facilitate surface repairs on water mains and service lines in need of repair throughout the city as identified by the Water Division.

Alignment with City & Department Planning Objectives



This purchase supports the reliable public infrastructure and transportation community-oriented result by performing surface repairs on water mains and service lines in need of repair.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Funds to perform these repairs are in the 2021/22 Public Works, Water Division operating budget.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

Vendor	VENDOR #1	VENDOR #2
	Knife River	
Placement of curb and gutter	\$62.00 per Linear Foot	per Linear Foot
Placement of 4" Concrete	\$22.50 per Square Foot	per Square Foot
Placement of 5" Concrete	\$27.50 per Square Foot	per Square Foot
Placement of 7" Concrete	\$37.50 per Square Foot	per Square Foot
Placement of 8" Concrete	\$57.50 per Square Foot	per Square Foot
Plant Mix	\$106.00 per Square Yard	per Square Yard

Memorandum

File #: 21-463

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, March 23, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-22-13, Water Line Materials for Public Works

Council Action Desired

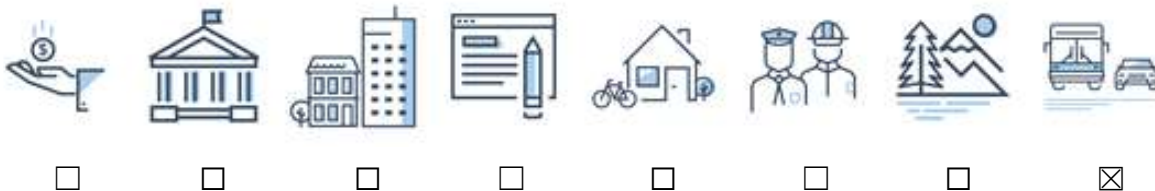
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bids received from the lowest responsive responsible bidders for a total of \$586,931.80 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase of water line materials will be used for various water projects throughout the city as determined by the Water Division. On March 22, 2022, bids were received and opened for Water Line Materials and a tabulation of bids was published. During the evaluation of the bids received, it was determined that the bid received for section VII for \$68,710.00 from Core & Main was non-responsive because it did not provide a delivery date in weeks and/or days as stipulated in the invitation to bid documents.

Alignment with City & Department Planning Objectives



This purchase supports the reliable public infrastructure and transportation community-oriented result by providing water line materials for city projects.

Interdepartmental Coordination

Public Works concurs with the award recommendation.

Fiscal Impact

Funds to purchase the water line materials are in the 2021/22 Public Works, Water Division operating budget.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

City of Idaho Falls
Purchasing Department
Bid Tabulation

IF-22-13 - Water Line Materials - Public Works Department, Water Division

Date: March 22, 2022

Vendor City Exceptions	VENDOR #1	VENDOR #2	VENDOR #3	
	Core & Main	Mountainland Supply Co.	HD Fowler	
	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	
	None	None	None	
SECTION I				
DELIVERY TIME	16-18 Weeks	16 Weeks	20-24 Weeks	
LUMP SUM TOTAL - SECTION I	\$29,925.00	\$29,312.50	\$34,970.50	
SECTION II				
MANUFACTURER	Ford Meter Box	Ford Meter Box	AY McDonald	
DELIVERY TIME	16-18 Weeks	18 Weeks	20-24 Weeks	
LUMP SUM TOTAL - SECTION II	\$114,644.50	\$114,610.50	\$104,754.40	
SECTION III				
MANUFACTURER	Ford Meter Box	Ford Meter Box	Ford/AY McDonald	
DELIVERY TIME	16-18 Weeks	22 Weeks	24-28 Weeks	
LUMP SUM TOTAL - SECTION III	\$189,865.00	\$188,400.40	\$226,331.10	
SECTION IV				
MANUFACTURER	AY McDonald	No Bid	AY McDonald	
DELIVERY TIME	16-18 Weeks		20-24 Weeks	
LUMP SUM TOTAL - SECTION IV	\$16,125.00		\$10,566.50	

City of Idaho Falls
Purchasing Department
Bid Tabulation

IF-22-13 - Water Line Materials - Public Works Department, Water Division

Date: March 22, 2022

Vendor City Exceptions	VENDOR #1	VENDOR #2	VENDOR #3	
	Core & Main	Mountainland Supply Co.	HD Fowler	
	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	
	None	None	None	
SECTION V				
MANUFACTURER	Centennial Plastics/Cambridge Lee	No Bid	Centennial/Cambridge Lee	
DELIVERY TIME	Poly - 4 Weeks/Copper 12- 20 Weeks		20-24 Weeks	
LUMP SUM TOTAL - SECTION V	\$24,990.00		\$26,452.60	
SECTION VI				
MANUFACTURER	Romac	Ford Meter Box	Ford	
DELIVERY TIME	12 weeks	2 Weeks	20-24 Weeks	
LUMP SUM TOTAL - SECTION VI	\$4,270.00	\$4,580.00	\$4,481.60	
SECTION VII				
MANUFACTURER	Clow Valve	No Bid	Waterous/Kennedy	
DELIVERY TIME	None Stated		20-24 Weeks	
LUMP SUM TOTAL - SECTION VII	\$68,710.00		\$72,450.05	
SECTION VIII				
MANUFACTURER	Watts	No Bid	Wilkins/Watts	
DELIVERY TIME	10 Weeks		20-24 Weeks	
LUMP SUM TOTAL - SECTION VIII	\$87,427.50		\$72,607.95	

City of Idaho Falls

Purchasing Department Bid Tabulation

IF-22-13 - Water Line Materials - Public Works Department, Water Division

Date: March 22, 2022

Vendor City Exceptions	VENDOR #1	VENDOR #2	VENDOR #3	
	Core & Main	Mountainland Supply Co.	HD Fowler	
	Idaho Falls, ID	Idaho Falls, ID	Idaho Falls, ID	
	None	None	None	
SECTION IX				
MANUFACTURER	Clow Valve	American Flow Control	Waterous	
DELIVERY TIME	16-18 Weeks	25 Weeks	20-24 Weeks	
LUMP SUM TOTAL - SECTION IX	\$79,580.00	\$87,000.00	\$86,741.85	
AWARD TOTALS (PER VENDOR)	\$108,840.00	\$217,712.90	\$260,378.90	
AWARD TOTAL				\$586,931.80

Memorandum

File #: 21-467

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Thursday, March 24, 2022
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

February 24, 2022 City Council Meeting; March 7, 2022 City Council Work Session; and March 10, 2022 City Council Meeting

Alignment with City & Department Planning Objectives



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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



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, February 24, 2022

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 Council President Dingman to lead those present in the Pledge of Allegiance.

3. Public Comment.

Gail Zirtzlaff, Idaho Falls resident, appeared. Ms. Zirtzlaff stated development has been occurring (in her neighborhood) for the previous 19 months which began with the roads, that was like having an earthquake, and now the development has moved into the building phase of 30 homes. Ms. Zirtzlaff indicated when her and her husband came home on December 20 from being out of town they found the entire street lit up at 9:00 p.m. with flood lights 35' in height. She stated her four-legged family was terrorized and traumatized, and she was outraged. Ms. Zirtzlaff stated she called the non-emergency number regarding the flood lights. She indicated the officer told her to tell the construction workers to stop, which she and her husband did. She also stated she called S&R Dirt Works the following day and was told he was the investor and he could work until 10:00 p.m. if he wanted to. Ms. Zirtzlaff stated she then called the Mayor's Office, she commended the Mayor's Office for the response. She also visited with a police captain and agreed with the police captain that the flood lights were not reasonable. Fast forward to February 10, Ms. Zirtzlaff stated they've had several more weeks of excavating and back-up noise for 12 hours a day. She shared a previous builder experience, stating they were very considerate. She also stated roofers work on Sunday mornings with loud radios that can be heard five (5) houses away. Ms. Zirtzlaff stated 19 months of their 49 months of retirement is too much, almost 40% has been development.

4. Consent Agenda.

A. Idaho Falls Power

1) Resolution Amending the Idaho Falls Power Service Policy

Idaho Falls Power staff and board members review and discuss the utility's Service Policy annually to make any necessary additions, modifications, or updates to ensure the document remains a useful and relevant tool for customers.

2) Quote 837864 Altec Overhead Cable Puller

This purchase will aid crews in pulling new overhead wire to poles.

3) Idaho Falls Power Board Meeting Minutes - January 2022

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

B. Public Works

1) Bid Award - Hemmert Avenue Railroad Crossing

On Tuesday, February 15, 2022, bids were received and opened for the Hemmert Avenue Railroad Crossing project. A tabulation of bid results is attached. The purpose of the proposed bid award is to construct roadway and sidewalk improvements on Hemmert Avenue near the existing railroad crossing. The work is required to coordinate installation of new railroad planking, signals and gates that will be completed as a separate Federal Aid project.

2) Bid Award - North Highland Park Concrete Improvements

On Tuesday, February 15, 2022, bids were received and opened for the North Highland Park Concrete Improvements project. A tabulation of bid results is attached. The purpose of the proposed bid award is to construct sidewalk and storm drainage improvements along Canyon Avenue in Highland Park.

C. Municipal Services

1) Minutes from Council Meetings

February 7, 2022 City Council Work Session and February 10, 2022 City Council Meeting

2) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADOPTING THE REVISED IDAHO FALLS POWER SERVICE POLICY (2022); PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

5. Regular Agenda.

A. Idaho Falls Power

1) Resolution for the proposed Yellowstone Peak Generation Plant and Clean Energy Research Park

Idaho Falls Power (IFP), in cooperation with Heber Light and Power and Lehi City Power, will explore potential construction of the Yellowstone Peak Generation Plant and Clean Energy Research Park. The generation plant shall consist of up to 35 megawatts of peaking generation and associated clean energy research facilities including, hydrogen, biofuels and similar non-carbon emitting emerging technologies.

IFP provides safe, reliable, and affordable electric service to city residents. As demand for energy has increased rapidly, so has the need for peak-hour generation as identified in the IFP Strategic Plan. IFP is working to secure affordable, reliable, and environmentally responsible energy resources sufficient to meet the needs of the community.

IFP Director Bear Prairie appeared. Director Prairie stated the peak energy needs are driving the deficit to supply reliable electricity to the city. He also stated the wholesale energy grid is beginning to experience constraints. Mayor Casper stated this item was discussed at an IFP Board Meeting. Councilor Radford expressed his appreciation to the heritage for the clean generation of hydro power. He believes this is an amazing tradition and asset to the city which has been protected, noting bonds and debt have been paid off to give the city this asset. He also believes it's important to be innovative in the approach and to explore options and try to find ways to research along with creating the peak capacity that would not cost the ratepayers more money, and this is a bridge to get to a carbon-free future. Councilor Freeman stated the city does not produce all of its power, the city still buys power on the open market which is getting tighter as all power usage is increasing. He believes this is a way to solve the city's problems as power is expensive on the market. Councilor Hally realizes sometimes power has to be purchased, which is expensive. He believes the peaking plant will mitigate going to the open market for high amounts of money and a short amount of time. Councilor Burtenshaw clarified this is a resolution to take the next steps to work with INL, this is not a resolution approving a peaking plant, as that approval will come to the council in the future.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the resolution supporting the proposed Yellowstone Peak Generation Plant and Clean Energy Research Park and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; EXPRESSING COUNCIL SUPPORT FOR THE PROPOSED YELLOWSTONE PEAK GENERATION PLANT AND CLEAN ENERGY RESEARCH PARK PROJECT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Community Development Services

1) Resolution approving the Eligibility Report for the Pancheri East Bank Urban Renewal District

Attached is a resolution approving the Eligibility Report for the Pancheri East Bank Urban Renewal District. This is the first step required by Idaho Statute in creating a new urban renewal district. The report reviews the criteria for establishing a district and determines which of the criteria are met for the site. The statute requires that only one of the criteria be met. If the Council approves the report, the Idaho Falls Redevelopment Agency (IFRA) will then be authorized to draft an urban renewal district plan, which will also come back for Council approval. The IFRA board reviewed this report on February 17th and approved the document. It is now being presented for Council approval.

Community Development Services (CDS) Director Brad Cramer appeared. Director Cramer explained the resolution in the packet has been slightly modified to remove three (3) items that were inadvertently

not omitted. Councilor Francis clarified these three (3) items were not found to be problems. He stated the presentation for this item occurred at the February 22, 2022 Council Work Session.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Resolution approving the Eligibility Report for the Pancheri East Bank Urban Renewal District and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

RESOLUTION NO. 2022-05

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE DETERIORATED OR DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50- 2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF IDAHO FALLS TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

2) Ordinance to change the name of Serenity Lane to Charity Lane.

Attached is an ordinance changing the street name of Serenity Lane to Charity Lane. This change is requested following a notice received that the street was similar to an existing street in Bonneville County after the plat for subdivision had already been recorded. There are no buildings on Serenity Lane so no property owners are affected by the change.

Director Cramer appeared. He stated there are no issues with the existing ownership. Councilor Freeman noted similar street names could confuse the police and fire departments.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance changing the name of Serenity Lane to Charity Lane under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

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

ORDINANCE NO. 3438

AN ORDINANCE CHANGING THE NAME OF SERENITY LANE TO CHARITY LANE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

3) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 55.033 acres, Northwest ¼ of Section 29, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial and R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 55.033 acres, Northwest ¼ of Section 29, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 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.

Caden Fuhrman, Horrocks Engineer, appeared as a representative for the Wasatch Development Group. Mr. Fuhrman stated this area has been referred to as the Apple Development. He described the area as 55ish acres, located directly south of Home Depot, and north of Community Park. He indicated this is probably the largest county island in city limits. He also indicated the area is completely surrounded by city infrastructure, including Holmes Avenue to the west as a five-lane principal arterial, 25th Street to the south as a two-lane major collector with a median and trees, 17th Street to the north as a five-lane minor arterial, and Jennie Lee Drive subbed into the property to the north as a major collector. Mr. Fuhrman believes it makes sense to annex this island. He reiterated the city infrastructure including water, sewer, power, and communications that surround the property. He indicated there are currently water and sewer subs into the property, and approved access onto Holmes Avenue. Per the zoning designation/purposes, Mr. Fuhrman stated the proposal is to extend Jennie Lee Drive south through the development with proposal for the west side of the Jennie Lee Drive extension zoned as Limited Commercial (LC), and the east side of the Jennie Lee Drive extension zoned as Mixed Residential (R2). Mr. Fuhrman stated, per the Comprehensive (Comp) Plan Use Map adopted in 2013, this area was planned to be designated as commercial and higher-density residential. He noted higher-density residential allows density of eight (8) to 35 units per acre, the R2 has a maximum density of 17 units per acre, and LC provides up to 35 units per acre. Mr. Fuhrman stated the commercial is designated for shopping that provides necessities for the citizens that live nearby. He also stated the proposed LC is to offer more flexibility to the developer. He indicated the Coronavirus (COVID-19) pandemic has caused hardships and he believes the LC provides the greatest flexibility. Mr. Fuhrman believes it makes sense to have higher-density housing next to collector and arterial streets, which are currently on the west, north, and south sides of the property. He also believes, per the staff report, it makes sense to encourage development that is served by public utilities, higher-density housing should be located to those streets designed to move traffic, and the Comp Plan gives good direction/definition to plan these areas. Mr. Fuhrman believes the higher-density does fit whether it's LC or R2 due to the city park, walkable services, and the schools. He stated, per emails received, the traffic along 25th Street will be addressed moving forward should this be approved. He also stated the developer will do whatever is needed to address the traffic issues, to provide the greatest development for this area, and to improve/add value to the community. Per Councilor Radford, Mr. Fuhrman believes the benefits of annexation benefits the city and the developer with the ability to tie into the current city infrastructure. Per Councilor Burtenshaw, Mr. Fuhrman clarified the Bonneville Metropolitan Planning Organization (BMPO) report referred to the road designations and the Comp Plan.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Current Comprehensive Plan Future Land Use Map

Director Cramer stated this is a general idea of what is occurring. He noted even though the new Comp Plan is included on the agenda this area will remain a similar designation as a mix of general urban which is all housing types, and neighborhood services combined with mixed use corridors. He indicated the zoning would be consistent for either Comp Plan. He also acknowledged an email received earlier in the day, and he clarified the zoning map in the packet was incorrect, there is no curve in the zoning designation for Jennie Lee Drive. Director Cramer stated his staff has received a lot of phone calls,

emails, and visits regarding this development. He clarified this item is only regarding the annexation, and if the annexation is approved a zone must also be approved per State requirement. He stated zones allow a variety of things. He explained the R2 Zone and the LC Zone, stating if residential is built in LC compliance would be required for the same standards as the R3A Zone. Director Cramer stated terms of roads, traffic enhancements, and landscaping will all come as part of the development application. He also stated if the annexation is approved there will be another hearing at some point for the preliminary plat. Councilor Burtenshaw questioned the access from Holmes Avenue and the access on 25th Street. Director Cramer stated there is sufficient length along the property for more than one (1) access although he is unsure where these will line up. He indicated the accesses will need to be separated for safety. Per Councilor Francis, Director Cramer confirmed the traffic study will come forward with the plat at a future date.

Mayor Casper requested public comment.

Susan Forsberg, Ridge Crest Drive, appeared. Ms. Forsberg expressed her concern that the developer wants flexibility. She shared an experience while living in Centerville, Utah, regarding the wetlands. She stated the developer wanted a particular land rezoned so he could potentially build, which eventually occurred. Ms. Forsberg believes it's a mistake to give the maximum flexibility beforehand. She also questioned how high-density housing, that could be three (3) stories high and apartments peering down into backyards, will fit in the community or with the single-family homes. She indicated the concern at the Planning and Zoning (P&Z) Meeting was the denseness and the impact. Ms. Forsberg requested the council listen seriously to the people, not just the developer. She believes no one at the P&Z heard the concerns or that the concerns were addressed. She stated the annexation is not the problem, the high-density is the concern.

Larry Schofield, Desert Drive, appeared. Mr. Schofield expressed his concern that the development or traffic impact cannot be talked about. He stated there's already a lot of stress on those areas, they're already boxed in, and 17th Street and Sunnyside Road gets busier every day. He stated there should be concern for traffic when talking about density and getting out on the roads. He agrees it's fine to annex the property but LC doesn't seem to fit with area.

Dan West, Desert Drive, appeared. Mr. West stated the back of his yard is on 25th Street where the proposed Jennie Lee Drive comes down. He believes the proposal of 25th Street will ruin the way 25th Street is designed. He also believes R2 should come across to the 25th Street side as well towards Community Park to prevent high-density housing, and high-density should be limited to the north and the west side of the development so it's away from the R1 neighborhoods in the surrounding area. Mr. West stated traffic is currently a mess, and Jennie Lee Drive will help people on Craig Avenue but it will cause all the traffic to the people on 25th Street. He believes the R2 needs to be extended over to Community Park. Mr. West expressed his concern for Community Park which could be messed up due to commercial properties. He stated that land has been there for 30 years, noting his house was built prior to 25th Street. He was hoping something could happen with the green space across from Community Park. He believes the zoning needs to be changed as that much latitude with the developer is asking for trouble.

Jason Lebel, Craig Avenue, appeared. Mr. Lebel stated he has no trouble with the R2. He expressed his concern for the small lots, and his house is very close to the end of the property. He begged the council to put a limit on the R2 and make it single-story. He stated he doesn't mind multi-family. Mr. Fife

reminded the council it's okay to listen to density, however, it's not appropriate to listen to specific development-related improvements or requirements. Mr. Lebel requested the zoning to be single so there are no individuals peering into his small back yard.

Jennifer Lebel, Craig Avenue, appeared. Ms. Lebel stated the city is growing, and growth is inevitable. She questioned the R2 Zone for older individuals or other families with single levels. She requested to be mindful that this area is between two (2) schools, and to be mindful of the density to not overwhelm the schools and therefore need trailers. Ms. Lebel requested to note the type of families moving here, and to make sure growth is managed well so the community does not fade away. She expressed her concern for the overflow of parking at Community Park. She wants to make sure to maintain the beauty of the city.

Carl Robison, Summerfield Drive, appeared. Mr. Robison stated he recently moved to this area from Portland, Oregon. He expressed his concern for the high-density housing in Portland as it did not provide appropriate parking, therefore, cars were parked on the streets. He stated there are always cars parked on the street at an apartment complex close to this area. He is hopeful enough parking is provided so there is not parking on the streets.

Mike Cummins, Craig Avenue, appeared. Mr. Cummins expressed his frustration for knowing what can be talked about. He expressed his concern for the high-density due to the area, stating the 35 units per acre could allow more than 1,500 individuals. He requested the consideration of a buffer for those who live in the area. He believes it would be better as R1, single-family housing. Mr. Cummins stated he is not against the developer, although he requested some space for the current owners, so they don't feel overwhelmed. He agrees the lots are tiny, and it's a quality-of-life issue. He requested the council take into consideration how this impacts the people around this area. He recognizes the need for development although he reiterated his concerns are with the zoning and the impact.

Mayor Casper believes the frustration mentioned is shared by many. She stated there are rules to preserve the due process of this type of hearing that affords to the property owner. She indicated this is about fairness.

Tracey Amos, Craig Avenue, appeared. Ms. Amos stated she agrees with the other neighbors and the issues. She requested the council not just consider the density that's impacted in this area but also the density issues that are already coming from the Jennie Lee issue and consider how much this area can handle in terms of density. Ms. Amos stated she moved to this area several years ago where planned roads were already in place for single-family units which have all been erased since the purchase of her home. She reiterated the zoning impacts the people who have invested in this area and their privacy. She requested the traffic study be presented soon which also includes the area above them.

Per Mayor Casper, Director Cramer stated the R2 is considered to be a density zone in the zoning code, and it allows a maximum of 17 units per acre and then it transitions to high-density of 35 units per acre. He also stated the R2 is seen as a transition zone from low to medium to high density. Per Councilor Burtenshaw, Director Cramer confirmed there is no zoning designation that limits height to a single-story, all zones are allowed at least two (2) stories. He noted R2, that is being requested, allows three (3) stories although if it goes above two (2) stories it must move further away from the single-family homes. He also noted LC has no height restriction other than the same buffer and any restrictions on density.

Bracken Atkinson, representative of Wasatch Development Group, appeared. Mr. Atkinson expressed his appreciation to Mr. Fuhrman, the council, and the comments. He believes these meetings are important for individuals to voice their opinions and many times the opinions can help with the development. Mr. Atkinson stated he feels the same frustration as a developer and what can be shared. Referencing the flexibility, Mr. Atkinson reiterated any residential in the LC is restricted by the R3A zoning. He stated at this stage he is still deciding how much commercial, retail, and residential knowing Idaho Falls has one of the most restricted mixed-use zones. Referencing the traffic impact, Mr. Atkinson stated traffic impact always occurs and traffic is improved, or the requested infrastructure is put in as requested. Referencing the R2, Mr. Atkinson clarified if a multi-family unit is built, he cannot do anything bigger than a four (4) plex. He noted 17 units per acre is virtually impossible with a maximum of four (4) units attached. He reiterated the maximum height of 36', stating it does not make sense to move farther away. He indicated under 36' is extremely cost prohibitive, therefore two-story is typical, and they are trying for a transitional buffer before high-density. Mr. Atkinson believes this is a great project for annexation as he has not seen an infill site to handle this type of mixed-used project, noting the main collectors, uses set by plans, being next to commercial, and being next to schools and parks that makes this a walkable community for the size and mixed-used density that's being requested. Mr. Atkinson also believes the request is justified based on things done by the city for planning, zoning, and research and he applauds the city for the foresight. He stated he looks forward to the annexation and zoning and addressing the next project.

Randy Skidmore, E. Comish Drive, appeared. Mr. Skidmore believes annexing this property into the city is a good fit for this property. He stated he has developed other property in the city and he commended the city for making sure there's a good buffer from residential to commercial. He also stated he has made a real effort to make sure there's a buffer between commercial and residential properties as this buffer protects the business as well as the commercial properties that go hand-in-hand. He requested to make sure that buffer happens.

Per Councilor Francis, Director Cramer clarified the rear setbacks for R2 and R1 are the same, and the distance must remain even with a less-dense zone. Also per Councilor Francis, Director Cramer stated parking is required with every unit that takes up land regardless of the zone. He noted vertical parking is a potential option although this is extremely expensive and there is a three-story limit. He also noted parking and landscaping eat up a lot of land which limits the true amount of density that can be built.

Mayor Casper closed the public hearing.

Councilor Burtenshaw reiterated the buffer of R2 would be the same as R1, and three (3) stories would be allowed although the setback is increased. She stated she supports the R2 zone as a buffer transition. Councilor Freeman stated he previously lived on Craig Avenue, and the county Comp Plan always designated this area as high density. He also reiterated a three-story building would be further away from the property line. He does not believe the property will support anything higher than two (2) stories. He also believes the property owner has rights, and as long as the owner is proposing something within the law the council has the duty to support that; the R2 is intended to be a buffer zone; and the developer has listened to the property owners in the area. Councilor Radford reminded the council that as the city sprawls there is an overhead of costs in infrastructure and there is no way to raise funds to maintain the roads, which is problematic, however, when the city builds within the footprint the infrastructure already exists, which is a tremendous amount of savings to the city. He

believes there is a real need in the community to embrace density. He indicated he has heard harsh things about density, although he believes that density could solve problems, and as communities have to grow and progress density must be part of the conversation. He stated he is supportive of density in a market that needs options. He wants to encourage the choice of density, and we need to find those places. He also believes this is an amazing walkable center. Councilor Radford stated he will fight for infill at every chance as this saves taxpayer's money. He believes building in fields does not have a way forward. Councilor Francis believes, based on some studies, the city may have too restrictive parking spaces. He also believes the city has tried to make sure there is plenty of parking in the LC and R2 zones so the parking would not flow out, and the transition from a mix of housing and commercial makes sense. He does not believe a walkable community will get better until the city creates areas such as this. He also believes a buffer with R2 makes sense, and he is supportive as he believes this is the right thing to do. Councilor Hally believes there have been a lot of questions with this property. He stated it would be known with development that the traffic must move east and west, and north and south. He noted 25th Street goes from Holmes Avenue and around Target and this street moves a lot of traffic, and he realizes traffic bothers people. He stated the council has had a mission for a number of years to utilize land within the city for development. He believes this is prime property for connectivity and infill, the land has been encumbered with debt, the developer will do a classy development, and he is supportive. Councilor Burtenshaw stated when the sprawl moves out of town, the traffic that is created is numerous miles to bring individuals into town for everything. She echoed Councilor Radford's comments regarding traffic with density and traffic with sprawl which is an issue and will cost the city more. Council President Dingman stated she wants to assure residents that the council does not just listen to the developers, and the council is applying legal requirements to determine if the annexation follows the Comp Plan. She also stated the city will ensure all requirements are met, and the law is clear regarding schools. She noted two (2) councilmembers live in this area and three (3) additional councilmembers live within three (3) minutes, therefore the councilmembers will be impacted personally. She also noted she is compassionate towards the residents' concern with what could be placed there although the law is clear regarding what can and cannot be considered.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Ordinance annexing 55.033 acres, Northwest ¼ of Section 29, 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 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. 3439

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 55.033 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 Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 55.033 acres, Northwest ¼ of Section 29, Township 2 North, Range 38 East 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.

- 4) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial and R2, Mixed Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 55.033 Acres, NW ¼ of Section 29 Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial and R2, Mixed Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 55.033 Acres, NW ¼ of Section 29 Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended approval of LC, Limited Commercial and R2, Mixed Residential by a unanimous vote. Staff concurs with this recommendation and recommends approval.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to assign a Comprehensive Plan Designation of "Commercial" and "Higher Density" and approve the Ordinance establishing the initial zoning for LC, Limited Commercial and R2, Mixed Residential 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 Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

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

ORDINANCE NO. 3440

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 55.033 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL AND R2, MIXED RESIDENTIAL ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of LC, Limited Commercial R2, Mixed Residential and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

- 5) Public Hearing-Rezone from R3A, Residential Mixed Use, R1, Single Dwelling Residential, PB, Professional Business Office and R2, Mixed Residential to LC, Limited Commercial and R2, Mixed Residential, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, Approximately 3.079 acres, SW ¼, NW ¼ of Section 29, Township 2 North, Range 38 East.

Attached is the application for Rezoning from R3A, R1, PB and R2 to LC and R2, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 3.079 acres, SW ¼, NW ¼ of Section 29, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its November 9, 2021, meeting and recommended to the Mayor and City Council approval of the zone change with 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.

Caden Fuhrman, Horrocks Engineers, appeared on behalf of the Wasatch Development Group. Mr.

Fuhriman stated this is a clean-up of the previous item. He indicated the intentions, if Jennie Lee were extended, are for the west portion of the property to be zoned LC and the east side of the property to be zoned R2. He stated there are sections that have already been annexed and given a zone and rezoned at some point, and rezoning the lots would match the recently-approved initial zoning.

Per Councilor Francis, Mr. Fuhriman identified the LC and the R2 on the displayed slide.

Mayor Casper requested staff presentation.

Director Cramer appeared. He stated the rezone is consistent with the existing Comp Plan as well as the proposed Comp Plan (later on the agenda) and is similar in nature to the zone that was just approved.

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

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the ordinance rezoning approximately 3.079 acres, SW ¼, NW ¼ of Section 29, Township 2 North, Range 38 East from R3A, R1, PB and R2 to LC and R2 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 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. 3441

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 3.079 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE, REZONE 0.818 ACRES FROM R2, MIXED RESIDENTIAL TO LC, LIMITED COMMERCIAL, 1.658 ACRES FROM R3A, RESIDENTIAL MIXED USE TO LC, LIMITED COMMERCIAL, 0.379 ACRES FROM PB, PROFESSIONAL BUSINESS OFFICE TO R2, MIXED RESIDENTIAL AND 0.224 ACRES FROM R1, SINGLE DWELLING RESIDENTIAL TO R2, MIXED RESIDENTIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3A, R1, PB and R2 to LC and R2 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

- 6) Public Hearing-Rezone from HC, Highway Commercial to LC Limited Commercial, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 20.5 acres in the northwest 1/4 northeast 1/4 of Section 16, Township 2 North, Range 38 East and Lots 1 and 2, Block 1 Liberty Park.

Attached is the application for Rezoning from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 20.5 acres in the northwest 1/4 northeast 1/4 of Section 16, Township 2 North, Range 38 East and Lots 1 and 2, Block 1 Liberty Park. The Planning and Zoning Commission considered this item at its February 2, 2022, meeting and recommended to the Mayor and City Council approval of the zone change with a unanimous vote. Staff concurs with this recommendation.

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

Director Cramer stated this rezone contains 28.5 acres that is south and west of Costco development on Hitt Road and Lincoln Road, and on the south side of the road next to Lincoln Park.

Mayor Casper requested applicant presentation.

Rachel Whoolery, Rexburg, appeared. Ms. Whoolery stated she is representing the owners of the parcel. She also stated this property is contiguous to another property zoned as LC. She reiterated the location stating they believed a mixed-use zone would meet the needs of the community with some commercial that aligns with Costco, but having the park and the school, they wanted residential as well. She believes both uses would bring walkable communities to an area that does not have much housing yet. Ms. Whoolery indicated Idaho Falls has a housing shortage due to rising costs of 35.8% in the last year, a population growth of 13.74% in the last ten (10) years, and the INL just received more contracts with a projected job growth of 43% in the next ten (10) years. She stated they want to bring the middle-housing option into this area as they realize there is not enough middle housing in Idaho Falls. Ms. Whoolery stated the rezone would allow for commercial and residential. She also stated services were looked at, noting the hardest thing is to drag these services house to house which is expensive. She believes the 23 acres would allow more density but the infrastructure would only need to be dragged once to the parcel. Ms. Whoolery stated they have spent a lot of time looking at the needs, and they believe this development would protect the current existing neighborhoods in Idaho Falls with the transition pockets of box stores. She also stated they want to bring that density and population and residence to this transition strip to create a community.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration in current zoning

Director Cramer stated this was a city-initiated annexation in 2018 and at the time the city tried to honor the wishes of the landowner which would have allowed storage units, and was most compatible with the county zone of C2. He also stated the requested LC zone is consistent with similar zoning in the area to the west and the northwest, noting there is also R1 and HC in the area.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this is a mix of higher-density, commercial, and lower-density.

Slide 3 - Aerial photo of property under consideration

Slide 4 - Additional aerial photo of property under consideration

Director Cramer stated this is a developing area. He identified the uses in the area.

Slide 5 - Photos looking south across the property

Director Cramer stated the land is currently undeveloped.

Per Councilor Freeman, Director Cramer stated the primary access is to Lincoln Road, and there is a stub road into the single-family development. He noted this area was originally platted for 82 single-family lots.

Mayor Casper requested public comment.

Carl Robison, Summerfield Drive, appeared. Mr. Robison believes this property is away from town, and he is assuming the individuals living there may need private transportation as there's not much commercial development in that area. He wants to make sure the density of LC does not overwhelm the parking in the subdivision that's created.

Mayor Casper closed the public hearing.

Councilor Francis believes this rezone makes sense as Costco has changed the area. He also believes this is a nice transition zone.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the ordinance rezoning approximately 20.5 acres in the northwest 1/4 northeast 1/4 of Section 16, Township 2 North, Range 38 East and Lots 1 and 2, Block 1 Liberty Park from HC to LC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

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

ORDINANCE NO. 3442

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 20.5 ACRES OF NW 1/4 NE 1/4, SEC 16, T2N, R38 AND LOT 1 & 2, BLOCK 1, LIBERTY PARK AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC, HIGHWAY COMMERCIAL, TO LC, LIMITED COMMERCIAL, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

- 7) Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 22.669 acres, Northeast ¼ of Section 31, Township 3 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R3A, Residential Mixed Use with the Airport Overlay Zone of Approach Surface which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 22.669 acres, Northeast ¼ of Section 31, Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its January 4, 2022, 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 stated the proposed annexation is north of Sage Lakes Golf Course and just south of 65th North and just east of 5th East. She requested applicant presentation.

Clint Jolley, HLE, appeared. Mr. Jolley reiterated the location. He stated the property is currently

adjacent to the city on the north and the west, and the requested initial zoning is R3A. He indicated the property line stops at the canal.

Per Councilor Freeman, Mr. Jolley stated there is direct access to 5th East and a stub road, and there is no bridge at the canal. Per Councilor Francis, Mr. Jolley stated the canal is not in the annexation.

Mayor Casper requested staff presentation.

Director Cramer appeared. He clarified the annexation includes the canal although the property line does not include the canal.

He presented the following:

Slide 1 - Property under consideration in current zoning

Director Cramer identified the surrounding zones, stating the requested zone is similar to existing zones.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer identified the uses in the area, stating the R3A is consistent.

Slide 3 - Idaho Falls Regional Airport Off Airport Land Use

Director Cramer stated the property is within the Airport Overlay Zone although at this stage it's far enough away from the airport so the only restriction is regarding height. He also stated there are no concerns in terms of development.

Slide 4 - Aerial photo of property under consideration

Director Cramer stated there's a plat that's not developed to the north, Sage Lakes to the west, large lots single-family and undeveloped land surrounding the immediate area, and Fairway Estates to the south.

Slide 5 - Additional aerial photo of property under consideration

Slide 6 - Map of current utilities

Director Cramer stated the developer would need to extend the utilities to the property as part of the planning process and permitting process.

Slide 6 - Photos looking north and south of the property

Director Cramer stated the property is currently undeveloped in the immediate area.

Mayor Casper requested public comment. No one appeared. Per Councilor Francis, Director Cramer confirmed there are no houses in the area to the north, and the plat has been in place since 2007. Mayor Casper closed the hearing.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance annexing 22.669 acres, Northeast ¼ of Section 31, Township 3 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 Francis, Dingman, Freeman, Hally, Burtenshaw. Nay - Councilor Radford.

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

ORDINANCE NO. 3443

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 22.669 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 Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 22.669 acres, Northeast ¼ of Section 31, Township 3 North, Range 38 East and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Freeman, Francis. Nay - Councilor Radford.

- 8) Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R3A, Residential Mixed Use with an Airport Overlay Zone of Approach Surface, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 22.669 Acres, Northeast ¼ of Section 31 Township 3 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R3A, Residential Mixed Use with the Airport Overlay Zone of Approach Surface which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 22.669 Acres, Northeast ¼ of Section 31 Township 3 North, Range 38 East. The Planning and Zoning Commission considered this item at its January 4, 2022, meeting and recommended approval of R3A, Residential Mixed Use with the Airport Overlay Zone of Approach Surface by a unanimous vote. Staff concurs with this recommendation and recommends approval.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to assign a Comprehensive Plan Designation of "Residential and Estate" and approve the Ordinance establishing the initial zoning for R3A, Residential Mixed Use with the Airport Overlay Zone of Approach Surface 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 Hally, Francis, Dingman, Burtenshaw, Freeman. Nay - Councilor Radford.

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

ORDINANCE NO. 3444

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 22.669 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A, RESIDENTIAL MIXED USE AND AIRPORT OVERLAY ZONE OF APPROACH SURFACE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R3A, Residential Mixed Use and

give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - Councilor Radford.

- 9) Ordinance amending Title 10, chapter 7 of the City of Idaho Falls Form Based Code Use Category and Subcategory Table to allow neighborhood retail and neighborhood services in the Edge C Subdistrict. Attached is an ordinance amending the Form Based Code for the Downtown District to allow for neighborhood retail and neighborhood services in the Edge C Subdistrict. The purpose of an Edge Subdistrict is to, "...provide a transition between the Core and General Subdistricts and adjacent open space, residential or alternative Place Types." The code also specifies that the Edge C Subdistrict, "...provides an important transition between Core Subdistricts and existing established single unit residential areas. Mixed-use development is lower in intensity." This low-intensity guide is the reason for selecting "neighborhood" scale retail and service, which limits the uses and size of the use. Edge C covers F and G Streets on the north end of town, which historically have included retail and service uses, but were left out of the allowed use tables in the code. On January 4, 2022, the Planning and Zoning Commission recommended approval of the amendment to the Form Based Code as presented to the Mayor and City Council. Voting was unanimous.

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

Director Cramer appeared. He presented the following:

Slide 1 - Subdistricts

Director Cramer stated the downtown area has a Form Based Code. He identified the north end as Edge C which is meant to be a transition.

Slide 2 - Aerial photo of downtown area

Director Cramer stated Edge C is supposed to transition between downtown and the commercial center of where downtown ends and the residential begins. He also stated in the original draft of the code, Edge C didn't allow commercial uses, although this block has historically been commercial and office uses. Due to developers coming forward with ideas for commercial uses, Director Cramer stated staff recognized that code doesn't make sense.

Slide 3 - Land Use Tables

Director Cramer proposed the Land Use Tables be amended to add neighborhood retail and neighborhood service to the Edge C zone so those uses would be allowed. He stated neighborhood would limit which type of commercial and services would be allowed, and it would limit the maximum square footage that would be allowed to keep a transitional zone. He also stated the needed services would be on a limited scale so they're not intrusive into the residential neighborhood.

Per Councilor Francis, Director Cramer confirmed there could be residential with small commercial next door, or residential could live above small commercial on this specific block. Also per Councilor Francis, Director Cramer explained Form Based Code is different than tradition Euclidean zoning ordinances in the city as most ordinances focus on the separation of land uses, which land use is first. The Form Based Code is more concerned with the character of the area, the form of the building, and how it interacts with the public way so it's form first and use second.

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

Councilor Burtenshaw identified the street.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the ordinance amending the Form Based Code to allow neighborhood retail and neighborhood services in the Edge C Subdistrict 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 Hally, Radford, Francis, Freeman, Burtenshaw, Dingman. Nay - none.

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

ORDINANCE NO. 3445

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 10, CHAPTER 7 OF THE CITY OF IDAHO FALLS FORM BASED CODE TO AMEND THE USE CATEGORY AND SUBCATEGORY IN TABLE 4.0 USES IN SECTION 4 TO ALLOW NEIGHBORHOOD RETAIL AND NEIGHBORHOOD SERVICES IN THE EDGE C SUBDISTRICT AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

10) Public Hearing and Resolution to Adopt the Capital Improvement Plan and Development Impact Fee Study

Idaho Code Title 67, Chapter 82 authorizes cities and counties to impose development impact fees to cover the costs of necessary infrastructure and facility improvements in compliance with the requirements of the Act.

In order to implement an equitable impact fee system for the public facilities identified and to include 1.) parks, 2.) police, 3.) fire/EMS and 4.) transportation, the City retained TischlerBise, Inc. to prepare an impact fee study titled "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021. The study developed maximum supportable development impact fees that could be imposed on new development to meet the new demands generated for public facilities within the City.

The study has been reviewed by staff and the Impact Fee Advisory Committee. Impact fee discussions were held at Work Sessions on November 8, 2021, November 22, 2021 and February 7, 2022. The Impact Fee Advisory Committee voted to recommend the City Council accept the impact fee study at their meeting held on January 24, 2022.

Staff recommends approval of the Resolution adopting the study. Adoption of the study does not require the City to implement impact fees but is a required step in order for the City to consider them.

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

Public Works Director Chris Fredericksen appeared. Director Fredericksen stated several departments have worked on this item, and he recognized City Engineer Kent Fugal as the project manager. He stated TischlerBise was hired in March 2021, to complete the study. He noted the cost of the study was approximately \$48,000. He also stated staff has worked with the community to develop an Impact

Advisory Committee, consisting of citizen members per State Code requirements. Director Fredericksen stated based on concerns following the Council Work Session presentations, the transportation fees were reduced by approximately \$1,800-1,900, and the Parks and Recreation (P&R) fees increased by approximately \$178. He also stated the Impact Advisory Committee recommended: four (4) separate funds be established for the four (4) different types of impact fees; credits be established for gift properties; allow for credits to be created for completed work; fees being phased-in over time; option of a tax levy consideration to spread over five (5) years; and a preference to consider 50% of payment at building permit and 50% payment at Certificate of Occupancy. Director Fredericksen indicated these proposals were discussed at the February 7, 2022 Council Work Session. He also indicated he met with the county commission regarding the final plans. Director Fredericksen explained the reduction of the transportation fees, stating 25% of arterial development could be completed with federal aid, and fund balances in the amount of \$1.5M could be rolled over. He also explained the P&R fees stating the acreage was based on a 5-year history of \$20,000 per acre, which was outdated, therefore the cost to purchase increased to \$30,000 per acre. Director Fredericksen stated all fees are looked at as an incremental expansion as the city looks at the existing level of service that is provided and what cost would be needed with impact fees to maintain that same level of service based on growth. He indicated the fee components within the study are that type with the exception of a \$4.2M component for additional space for the proposed Law Enforcement Complex (LEC). This would allow the LEC to be built bigger for future growth, and the need for 15 new police vehicles totaling \$830,500. Fire Chief Duane Nelson appeared. Chief Nelson emphasized the fees will not be set at this meeting, the consideration is for future planning and city growth. He stated the growth puts a strain on fire and Emergency Medical Services (EMS). He also stated the current tax levy maintains the service of delivery, however, the fire department needs to meet those challenges of growth with new fire stations, new apparatus, and new training centers. He indicated these impact fees would allow planning for the future of Idaho Falls and would allow continuing with the great service that is currently provided. P&R Director PJ Holm appeared. Director Holm stated Idaho Falls struggles with greenspace as this greenspace is for the entire region, noting there is not a lot of greenspace provided outside of the city for the greater region. He indicated this is a large burden to maintain and operate and the impact fees would help with the greenspace as the city grows. Director Holm stated the plan identifies four (4) different types of parks: neighborhood parks which include passive and active recreational opportunities; community parks for larger areas which include intense, active, and passive recreational opportunities; civic parks which are specialized for single-purpose parks; and indoor recreation centers which can also be used for community gatherings. He also stated the plan includes allocation to each of the tiers through impact fees. Director Holm stated there are easements around the community designed for pathways as part of the Connecting Our Community plan noting these pathways will need to be built out to make Idaho Falls a walkable, connected community. He reiterated additional greenspace will be needed as the city grows. He indicated the P&R Department takes on new property and works this property into the current maintenance and level of service. He stated P&R would need to utilize funds from the General Fund or utilize these impact fees to prioritize capital growth and capital purchases for the future. He also stated P&R needs to look at amenities such as splash pads, shelters, and picnic benches for these greenspaces which would add benefit to the community. Per Mayor Casper, Director Holm stated the southernmost park is The Dunes (a small neighborhood park), Sandy Downs, or Sunnyside Park, and the northern most park is Freeman Park. Police Captain Joel Tisdale appeared. Captain Tisdale stated the IFPD appreciates the work of the study and believes it's vital and accurate although it may be conservative as the IFPD sees there are needs beyond the study. He believes the community has been disappointed in the IFPD as growth has outpaced the capacity of the IFPD. He recognizes impact fees can't assist with funding police officers, however, these impact fees could provide the needed

equipment and training in order to deploy an officer. Director Cramer appeared. Director Cramer stated the CDS Department will not receive impact fees although the fees could relate to city planning. He believes all voices regarding impact fees are valuable and provide a different perspective that may not be known until heard. He also believes the many voices not currently present are valuable as well noting CDS tries to reach as many in the community as possible during the planning process. He stated focus groups and neighborhood meetings were held, and two (2) surveys were conducted that shares those other voices. He also stated the city's Comprehensive Plan has recommended the review and implementation of impact fees since 1993 although it's only been recent that the city has felt the real pressure of growth and cost with that growth. Director Cramer provided a quote from the first ImagineIF survey which addressed the fear of significant tax increases, and the desire for more outdoor activities and greenspace. He also noted a common theme was that road infrastructure is not keeping up with the growth, and a less common quote was to use impact fees for new development and delivery of city services in lieu of imposing new taxes on existing residents. He emphasized as growth increases the pressure has been felt for more police services, fire services, parks services, and road services and the taxes are being relied upon to maintain what the city has and to provide new. He stated the argument in favor of impact fees generally is if it were not for the growth, we wouldn't need the new as these impact fees would help pay for infrastructure and facilities that wouldn't have otherwise been needed. Also from the survey of approximately 660 respondents, Director Cramer provided the number of times key words (infrastructure, traffic, roads, parks, safety) appeared in the survey, stating these were a common theme regarding concern about the effects of growth on the city and personal property taxes. He believes this is a tool to help those needs, while he understands the opposing voices are valuable. Per Councilor Radford, Director Cramer is unsure of the exact number or percentage of cities in Idaho with impact fees, although he believes Idaho Falls is one (1) of the larger cities that does not have these fees. Also per Councilor Radford, Director Cramer did not see the impact of housing costs when impact fees were adopted.

Mayor Casper requested public comment.

TJ Nottestad, Jex Lane, appeared. Mr. Nottestad stated, as being a member of the Impact Fee Advisory Committee, he has learned more about impact fees through the process and recognizes there's a problem due to the growth. He noted there were three (3) changes to study, including the initial fee, and an addendum/change that was made to arterial lane miles which then changed the impact fee dramatically for residential. He referenced the reduced cost (as explained by Director Fredericksen). Mr. Nottestad stated the study was commissioned by the city for a purpose with input from department leaders on what they need and how to get it. He also stated, as a member of the Eastern Idaho Home Builders Association, there is a comprehensive study on impact fees. He indicated in that study, it is stated that growth does not pay for itself and this is how growth can pay for itself. He believes the study that was commissioned by the city has to be looked at, and it has to be proportional. He reiterated the study was commissioned by the city for the specific purpose of imposing impact fees or not. Mr. Nottestad stated, referencing the survey, no builders were contacted or input was never offered. He believes there is valuable input from the local building community that could assist with the impact fees. He reiterated the study should be looked at completely.

Carl Robison, Summerfield Drive, appeared. Mr. Robison stated he and his wife moved to Idaho Falls in May of 2021, and his wife is from Idaho Falls. He provided a brief history of the family's moves within the state. He also stated he did not see in the impact study where a large contribution to the community was taken into account, and he also didn't see how the population growth and tax base

growth was included in the study. Mr. Robison stated he is hopeful that the impact fees are accounted for in a special purpose fund with total transparency.

Mark Radford, Idaho Falls, appeared. Mr. Radford believes the question of property taxes paying for infrastructure should be included in the study, and can property taxes pay for police and fire. He questioned why those numbers are not included in the impact fee study as he believes those numbers would resolve 99% of concerns. He also questioned why more taxes and why more fees.

Randy Skidmore, E. Comish Drive, appeared. Mr. Skidmore stated he has not paid an impact fee for any city, state, or county work. He noted the first people coming to Idaho Falls did not pay or have paid an impact fee. He believes it's the responsibility of the city to manage the funds and provide services for residents. He understands there are a flood of people coming in, but these people are buying houses, building buildings, bringing businesses with them, and are paying taxes. Mr. Skidmore stated he is 100% supportive of police, first responders, and firemen, although he believes putting this in the study is a one-sided approach. He also believes there would be taxation without representation if the funds imposed were not directed where they're supposed to go. Mr. Skidmore stated he is contemplating a retail space development project, noting the impact fees would impact that one (1) project by \$80,000. He also stated if that amount were divided by the shell of the building, this would be almost a 5% increase. He believes this is a ridiculous amount of money to impact the cost of one (1) building. Mr. Skidmore stated, referencing the P&R, there is a strip along a canal in a subdivision that was given to the city as a requirement for green area. He noted this area is weed and rocks. He indicated he tried to deed this area to the city but the city won't take it. He also indicated he is paying the taxes. Mr. Skidmore stated he has also heard rumors that there could be impact fees on the state level for schools, first responders, and highways. He believes the impact fee is a bad way to go, and there should be a different way to fund projects.

Josh Cummings, appeared. Mr. Cummings indicated he heard a rumor that there was a requirement to sign up for public comment, and he believes more comment may have been received if not for this rumor. Mr. Cummings stated he has experience with planning commissions, budget committees, boards, and city councils regarding a variety of funds. He also stated his observation was that impact fees created problems for the city council, local businesses, and specific industries. These fees were designed to be an easy fix to a complex challenge but instead it created huge barriers for growth, and it was difficult to identify who benefits from growth. Mr. Cummings stated the impact fees made it difficult for the construction industry, and contractors had no choice but to pass the fee onto buyers which made it difficult to compete in an already competitive market for existing businesses and more painful for the consumer. His suggestions to consider for the study would be how this would affect the city council and local businesses. He believes if the study is passed it would be more difficult to sell new homes, and taxes must still be paid. Mr. Cummings questioned if new homes increase the tax base. He believes the more taxpayers there are the more funds there are, and new homeowners are not the only ones who benefit from growth as new infrastructure is available to all members of the public. He also believes it would be unfair for a new homeowner to pay additional fees for improvements used by any member of the public. Mr. Cummings perceives what could be unfair is how cities incentivize big businesses by reducing their tax obligations, this could be problematic to the residential industry. He believes approving this in the same meeting doesn't give the public enough time to comment or consider the effects of the study. He recommended this be looked at closer and considered carefully.

Brian Jacobsen, Pier View Drive, appeared. Mr. Jacobsen stated he is hoping this is not approved. He

indicated he's a local attorney and as he has listened to the testimony. He believes, per the directors, that more money will help the city and will help plan for future. He also believes the study puts 100% of the cost of new growth on developers and the home builders. He also stated, per the directors, that the funds will expand the greenbelt, install additional lights, and install splash pads. He believes this has nothing to do with growth. He also quoted Director Cramer 'were it not for the new we wouldn't need it'. Mr. Jacobsen believes we would still want it. He stated he has heard the impact study does not address the larger tax base from new growth, and the quote should be 'were not for the growth we wouldn't have a larger tax base'. Mr. Jacobsen reviewed the requirements under Idaho Code Title 67, Chapter 82 regarding development impact fees and that these fees should be done according to the proportionate share on a reasonable and fair formula. He also reviewed requirements including general tax and other revenue, and governmental entity developing a plan for alternative sources of revenue, stating these are absent from the study. Mr. Jacobsen read from the study regarding the projected capital costs, which he believes is asking the developer to pay 100% of the cost of new infrastructure. He also read from the study, regarding general tax dollars which he believes the councilmembers are voting for, estimates related to the entire costs which goes against what the statute authorizes. Mr. Jacobsen believes there will be a lot of litigation if the study is adopted.

Dan Green, Jefferson County resident and former Bonneville County resident, appeared. Mr. Green noted, per the agenda, if the resolution is adopted, the opportunity to collect is also adopted. He believes the study is not complete, and there should be serious consideration to table this until other things can be taken into consideration especially as the impact fees will be handling all increase of development. He also believes there are several individuals who want to talk about the fees and how property taxes should be taking care of services. Mr. Green compared the impact fees to sales tax, stating if there is no objection to the study then they'll have to come back and object to the fees. He believes this is ill-advised. Mr. Green indicated he's a former police officer and he believes the police need to be taken care of. He stated as a homeowner, he would like his neighbors to pay for his mortgage, and that is what will happen. He believes builders will pay for services that everyone should be paying for.

Mark Radford, reappeared. Mr. Radford believes the study should be passed. He stated the road past 65th South is crazy and he's questioned how to pay for this. He was told the county owns the road. He was also told that property taxes should pay for this, noting the road from Ammon to Iona has not been paid for. He indicated this is the same situation on 49th South and Holmes. He stated he doesn't believe with everything in the study, noting taxes can't cover this stuff, and this needs to be a win-win for everyone. He also believes the builders won't pay for this, the homeowners will pay. Mr. Radford believes more study needs to be done showing taxes can't pay for this, and this needs to occur to create a good community. He also believes the general populous should pay the impact fee.

Nadeen Mickelson, Ammon resident and former executive officer for the Eastern Idaho Builders Association, appeared. Ms. Mickelson stated for every \$1,000 that a home price is increased it eliminates 158 buyers, and for every \$6,100 it takes 39 out of 180 people from being able to purchase that house. She also stated wages are not keeping up with housing costs. She questioned how many people could actually afford a house. Ms. Mickelson stated, referencing the commercial, property owned on Hitt Road would have an increase, although any building in Ammon would not have to pay this fee. She questioned the benefit of building in Idaho Falls.

Todd Webb, Trappers Ridge, appeared. Mr. Webb distributed a hand-out regarding increasing home

sales, home prices, new listings, interest rates, days on market, weeks of inventory, average sales prices, and sales over time. He stated a study by the NAHB indicated impact fees will bring in more money than taxes, although in 4½ years the impact fees will cross and property taxes will continue to increase. He noted there is an increase in houses so the increase for taxes were increased by 20% for 2020. He also noted the median of salaries for Idaho Falls is approximately \$60,000. Mr. Webb reviewed the amount of monthly taxes for houses noting banks will not lend money for the cost of housing. He stated there would be an increase of fees by 1.68% for new residential. He also stated he does not want to see impact fees, no one wants to be like California or Oregon. He believes there should not be more government.

Forrest Ihler, 10th Street, appeared. Mr. Ihler stated he is neither for or against the study, however, he did not notice the effect this would have on the affect with no growth. He believes this would create more people driving longer distances which would create a suburban sprawl that we don't want, and the goals of infill would not happen. He questioned if there could be coordination with other municipalities.

Steve Serr, appeared. Mr. Serr stated he is not trying to speak for or against what the city is trying to do. He also stated his major concern is if the fees are increased there will be a huge influx of individuals moving to and building in the county. He indicated the county does not have services available to meet the needs of the residential growth. He expressed his concern how this would affect the city, possibly creating a huge decrease in development. Mr. Serr indicated the impact to a commercial development in the county was \$980,000 with the impact fee structure. He stated it was indicated that the city does not want the county to adopt an impact fee ordinance but the city would like the county to adopt an impact fee ordinance. He is unsure how to do this, and assist the city in offsetting the impact fees in the city. He stated if the impact fee is collected in the county it would impact the county infrastructure, not the city infrastructure and would not off-set the city. Mr. Serr stated he does not disagree with the analyst, although he doesn't agree with some of the interpretations how it applies to State Law, which he referenced. He also stated if the county were to implement impact fee it would be designed to the subdivision, not toward another project. Mr. Serr believes this has been promoted to create the city as a whole one (1) zone which is not meeting the impact of the development in a neighborhood. He stated the county has discussed impact fees and the county sees the benefit although they have not seen an effective plan to make them functional. He also stated he wants to promote development in the city, although he doesn't know the solution. He reiterated he has concerns.

Rick Skidmore, E. Comish Drive, appeared. Mr. Skidmore stated everyone has benefited in multiple ways by the developers. He also stated development in downtown Idaho Falls has grown, he enjoys the growth although he expressed his concern that the impact study would stifle some of the remodeling in downtown. He indicated he would hate to see the growth and the restoration of downtown be hindered by the impact fees.

Brian Crandall, Shelley Avenue, appeared. Mr. Crandall commended Idaho Falls as one (1) of the few areas in the country that is fiscally responsible and not in major deficit. He stated he has faith that as Idaho Falls grows it will continue to do this. Mr. Crandall stated the study has more than taxes, there are utilities and sales tax and the revenue from these should also be included in the study. Mr. Crandall does not want to compare Idaho Falls to neighboring cities that have not used tax money properly. He believes the study needs to be more comprehensive, and we should be proud of Idaho Falls and we should continue to maintain that level of responsibility with our money. He indicated he's not

necessarily opposed to an impact fee although he reiterated there should be a deeper study.

Rick Mickelson, Purple Sage, appeared. Mr. Mickelson stated he agrees with a lot of what's been said but he believes we're only seeing half of the story. He indicated the study is saying how much can be charged, and the larger cities that have these fees should be named and what has that growth done. He referenced the NAHB study that the definition of an impact fee is a way to slow growth. Mr. Mickelson indicated Mayor Casper has stated more housing and less-expensive housing is needed although that will be hard to do as this does not say how it will impact. He believes the whole picture needs to be seen.

John Petty, appeared. Mr. Petty believes the housing prices are crazy, and he doesn't know what the impact will be to an existing home with the addition of this fee. He referenced a current home for sale on G Street noting there was a comment regarding how much \$1,000 affects buyers although there's been no discussion on the interest rate increase. He believes this will have more of an impact than anything else. He also believes the impact on everything should be considered as he hates to see that people can't afford to live here. Mr. Petty stated we're losing good people due to the cost of everything and increasing fees would have additional impacts in the future.

Per Councilor Hally, Director Fredericksen reappeared and identified other cities that have impact fees which include Coeur d'Alene, Caldwell, Nampa, Twin Falls, Post Falls, and Rexburg. He stated Idaho Falls is the largest city that does not have impact fees. He also stated the discussion of impact fees has occurred with other cities during budget discussions, noting development is paying for some of those infrastructure costs. Per Councilor Burtenshaw, Director Fredericksen confirmed impact fees do not affect remodels unless another home addition/residence is being added. Mayor Casper stated this study was required by State Law and the Request for Proposals (RFPs) were based on what the law required. Director Fredericksen stated the State of Idaho has different requirements for RFPs than surrounding states, therefore, the consultant had to show references of impact fees studies within the State of Idaho. He also stated TischlerBise was hired due to their experience with Idaho. He reviewed the requirements for TischlerBise noting the maximum supportable fees that could be adopted were developed in the document to support those four (4) different impact fees. Per Councilor Freeman, Director Fredericksen stated utilities are fee based, and these fees are not intermingled with building roadways.

Mayor Casper closed the public hearing.

Councilor Burtenshaw recognizes there are issues on all sides. She stated she is committed to the current residents of Idaho Falls that are being priced out of their homes. She believes there is a bigger burden placed on homeowners than commercial owners. She indicated the tax levy rate is dropping, however, taxes are increasing due to home values. She also indicated Idaho Falls has a look and a feel that is separate as Idaho Falls is connected through the public space, sidewalks, and easy access. She believes there is not the same look and feel if living outside of Idaho Falls. Councilor Burtenshaw does not believe the tax base is able to compete in the market of capital improvements, and she believes Idaho Falls is supplying amenities which is affecting the tax base. She realizes these fees would be passed to homeowners, but they would gain what is provided as a city, not regionally. She reiterated the look and feel of Idaho Falls regardless of where you live in Idaho Falls. Councilor Hally stated property taxes are not the largest revenue stream received. He also stated the city always had a consistent formula within the state for revenue that plugged in a certain portion of sales tax that is

generated. He indicated per the legislature, online sales don't count in the formula anymore, which cut the revenue which is very significant, although the state is unaware of who is paying and where. Councilor Hally stated, per housing, Boise is mentioned as the hottest area for selling homes in the western states per capita. He also stated interest rates are unpredictable although we should realize those individuals who have mortgages have reduced their mortgages due to re-financing. He indicated most of the sales tax revenue in Idaho comes from cities that have impact fees. Councilor Francis stated the four (4) separate categories would require the fiduciary, only a portion of the impact fees could pay for the LEC, and it is proportional. He believes the study did what the city asked it to do. Brief discussion followed regarding adoption of the study. Per Councilor Francis, Director Fredericksen stated the ordinance requires quarterly reports from the fee administrator along with an annual report. Mayor Casper noted the required 5-year review would allow any fee adjustments.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the Resolution to adopt the Capital Improvement Plan and Development Impact Fee Study. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A STUDY TITLED "CAPITAL IMPROVEMENT PLAN AND DEVELOPMENT IMPACT FEE STUDY OF CITY OF IDAHO FALLS, IDAHO 2021"; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

- 11)** Public Hearing for a Resolution adopting "Imagine IF: A Plan to Move Idaho Falls Forward Together" as the City's Comprehensive Plan.

Attached is a resolution adopting "Imagine IF: A Plan to Move Idaho Falls Forward Together" as the City's Comprehensive Plan. The final draft of the document can be accessed at www.imagineif.city. Imagine IF reflects the results of a tremendous amount of public comment and engagement, background research, interviews, surveys, and recommendations from the project advisory committee. It will replace the current Comprehensive Plan which was adopted in December 2013. The Planning and Zoning Commission considered the plan at its October 19, 2021, meeting and recommended approval by a 5-1 vote. The plan was reconsidered on January 4, 2022, after a section was added regarding impact fees. At that meeting, the Planning and Zoning Commission unanimously voted to recommend approval of the Comprehensive Plan Amendment as presented. Staff concurs with this recommendation.

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

Director Cramer believes this is a big moment for the city and the CDS Department. He commended the CDS staff, stating this plan was written by staff with community input and the plan tried to reflect the community's wants, desires, and needs with best practices. Councilor Radford requested the reason for the plan, including what was found in terms of a use, accessory dwelling units (ADU), and the type of housing stock as well as the approach that was taken and the statistical validity. Director Cramer stated it was just time as the current plan was adopted in 2013, the development world has changed, the way the city is growing has changed, the tools to deal with growth have changed, and a plan was needed that reflected a different approach. He also stated there was concern for the rising prices in housing but there is also concern about the lack of opportunity and variety and the housing stock that meets a more

diverse population need. Director Cramer stated the survey addressed specific housing types. He also stated pictures were shown in all five (5) neighborhoods, noting the ADU was the most supported alternative housing type. Per Councilor Radford, Director Cramer stated the five (5) neighborhoods covered the entire city and there were meetings in each neighborhood. Also per Councilor Radford, Director Cramer stated the discussion of impact fees were more indirect. He also stated the desire is for the city to continue to provide the amenities that individuals have enjoyed for many years, although, there was concern for the kind of growth that is being experienced and for the infrastructure projects that haven't been seen before, including parks. He indicated in each of the neighborhoods there was a desire for more greenspace, and impact fees are one (1) way to pay for that. He noted impact fees are not the only way to pay for greenspace but they are a common tool in growing cities.

Mayor Casper requested any public comment.

Joe Groberg, former councilmember, appeared. Mr. Groberg, referencing the impact fees, believes the rest of the plan is great. He stated impact fees were addressed many years ago with the previous council and the decision was that impact fees were not a good way to budget. He provided a history of the original 13 colonies and the revolutionary war that allowed opportunities for additional states to come in, and the decision was to just allow each state to come in as they would have a role to play. He believes this was a wise decision to build a country and to build a city although he realizes the city dynamics are different. Mr. Groberg does not believe this is a wise way to budget and there will be guaranteed areas of no growth. He stated he has visited many cities where nothing was happening because the cities had no money because there was no growth. He also believes the city needs to be very conservative.

Randy Skidmore, E. Comish Drive, appeared. Mr. Skidmore stated no one here paid an impact fee to start with and we've been able to manage city services. He referenced the study regarding the want for more greenspace and more services. He believes if a city resident wants more greenspace and more services then they should pay for it, it's not the responsibility of one (1) individual to pay for it. He also believes this is a bad way for the city to go, it can be managed through taxes. He realizes there is more impact but there is also an increase in revenue. Mr. Skidmore expressed his appreciation to the councilmembers for their service.

Erin Cannon, Idaho Falls, appeared. Ms. Cannon stated she was part of this Comprehensive Plan and worked with Councilors Francis and Radford, and Director Cramer. She commended them on this project, stating the city should be proud of this plan and the way they communicated with the community.

Mayor Casper closed the public hearing. She noted this plan has been tracked by the council, including many discussions, for some time.

Councilor Freeman explained the impact fees have been included in the Comprehensive Plan, therefore, the adoption of the Comprehensive Plan had to occur following the adoption of the Impact Fee Study. Councilor Radford believes this plan is an incredible free-market resource to see what type of housing the population is interested in. He stated he is impressed with the expectations, milestones, and the dates and times to work on the plan. He expressed his appreciation for this plan being accomplished in-house, and there is great content and great output. He emphasized he is proud of this effort and he will refer to the plan often as this is a comprehensive plan how the city should move forward which

includes every department. He hopes people will take advantage of the amazing work. Councilor Burtenshaw expressed her appreciation to Director Cramer and his staff for a new approach and a model for plans moving forward for the region. She also expressed her appreciation for all the effort that went into this plan, stating this can drive the strategic plan and more. She recognized all the work that went into this plan. Council President Dingman stated this plan comes down to the vision of the community. She expressed her gratitude to Director Cramer and his staff. She believes this will address growth in a very thoughtful way and will keep Idaho Falls special. Mayor Casper stated the department became very proficient in reaching out to the public and having conversations in a non-traditional way, even during a pandemic. Councilor Francis believes this Comprehensive Plan is more than just a map. He realizes this is a combination of best practices, expertise of the department staff, and the voice of the people. He noted there are ideas of action plans which has laid the groundwork for prioritization to make it real and dynamic for the next ten (10) years.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Resolution adopting "Imagine IF: A Plan to Move Idaho Falls Forward Together" as the City's Comprehensive Plan and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A COMPREHENSIVE PLAN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

12) Public Hearing and Ordinance to Adopt, Collect and Administer City Development Impact Fees

Idaho Code Title 67, Chapter 82 authorizes cities and counties to impose development impact fees to cover the costs of necessary infrastructure and facility improvements in compliance with the requirements of the Act.

In order to implement an equitable impact fee system for the public facilities identified and to include 1.) parks, 2.) police, 3.) fire/EMS and 4.) transportation, the City retained TischlerBise, Inc. to prepare an impact fee study titled "Capital Improvement Plan and Development Impact Fee Study of City of Idaho Falls, Idaho 2021", dated December 15, 2021. The study developed maximum supportable development impact fees that could be imposed on new development to meet the new demands generated for public facilities within the City.

The City's Legal Department has developed the proposed Ordinance in compliance with the provisions required by State Statute. Staff recommends approval of the Ordinance and an effective date for implementation of May 1, 2022.

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

Director Fredericksen appeared. He stated this ordinance was prepared by the City Attorney's Office and reviewed by staff members with comments incorporated. He believes this ordinance was modeled from the City of Meridian. He reviewed the key components in the ordinance, including an effective date, it exempts permits prior to the effective date, impact fees could be collected in the Area of Impact (AOI) that may be outside of city limits, impact fees must be paid in advance of issuance of a

building permit, provides individual assessments, includes a provision for appeals, requires the establishment of separate funds for the four (4) types of proposed impact fees, specifies that funds must be expended within eight (8) years with certain exemptions to 11 years, requires quarterly and annual reports, establishes means for refunds, details how credits will be established (for land donations) or reimbursements, details for appeals, and requires review of plan ordinance at least once every five (5) years. Per Councilor Burtenshaw, Director Fredericksen clarified the credits for arterial roads to the developer as there cannot be dual payments of fees.

Mayor Casper requested public comment.

Rick Skidmore, E. Comish Drive, appeared. Mr. Skidmore questioned if credits would be given for arterial roads that have been improved for the previous 60 years because the developers have paid a significant amount for development of arterial roads. He believes this could make a big impact on leading his company in the future.

Carl Robison, Summerfield Drive, appeared. Mr. Robinson believes the impact fee is a regressive tax as a flat amount based upon a building permit, where the cost of a building permit is based upon the square footage of a house. He is hopeful there is some consideration given to make the impact fee more progressive.

Preston Walker, 25th Street, appeared. Mr. Walker stated he performs cash flow projections and proformas for future developments, and it appears impact fees will be passed on to the home buyer, which he does not believe is necessarily the case. He believes there is a limit to what people will pay, depending on the competitive environment as well as their incomes. He stated we can't assume the high costs of homes will be boosted per the impact fee and people will just pay it. He does not believe that's all there is to consider. Mr. Walker believes, due to fixed incomes, which a portion goes to housing, there will be less money to spend in the community which affects the whole economics which in turn affects other revenue streams for the city to fund projects. He stated if the developer does absorb some of the cost, that shrinks the already thin margins. He doesn't believe we should dis-incentivize the developers and builders that make way for growth. He wants that to be considered. Mr. Walker stated, referencing the study as required, there may not be a legal reason to do a more comprehensive study as impact fees are voted in, however, he believes there should be a moral or ethical reason as the council represents all. He also believes if there are concerns for validity of the study, why not delay voting in the impact fees until the concerns have been satisfied or compromised. He questioned why the council is so anxious to approve all these the same evening as these will greatly affect the developers. He believes the minimum impact fee should be figured out in order to fund the four (4) categories. He understands the city needs more money, although the needs tend to increase as money increases. He believes the city has been thrifty, and he believes everyone wants to see that continue. He reiterated a comprehensive study should be performed to determine what the minimum impact fees could be.

Roy Ellis, Rigby, appeared. Mr. Ellis stated he's been a builder for 45 years and he takes pride in his work so their customers can enjoy their homes. He indicated it's been said that the impact fee will go directly to the buyer, and it's been said that property taxes are going through the roof. He also stated no one likes taxes although he understands what they're for. Mr. Ellis believes when individuals buy a home they believe that home will build in value, and when they're done with it, it will have equity and they can retire. He indicated individuals have sold their houses but they can't be replaced because the

market is unstable due to lumber, commodities, and metals. He is hoping the market will come down but that is unknown. Mr. Ellis stated builders and developers are in an awkward position as they see impact fees as another tax, although they must be careful not to discriminate the new buyers that they're the only ones to pay this tax. Mr. Ellis stated the impact fees must be put in areas where collected, not for the entire city or they can be seen as discrimination. He also believes it would be better if the payment is at the Certificate of Occupancy (CO). Mr. Ellis requested more time to reconsider and to get more information as he doesn't know when this will end. He described the cost to build a house, including the taxes, and he's wondering where the taxes are going.

Josh Cummings, appeared. Mr. Cummings believes because most individuals opposed this, it's not going well. He questioned who really pays for these impact fees, whether it's the buyer or the builder. He indicated everyone wants to sell their house for as much as they can get. He also indicated there's a top of the market, and when this is added only to new construction the builder will pay for that. He believes the few that have built this city are being punished and the city has a lot to gain from that process. Mr. Cummings stated he has dreamed of building a kayak, and moving forward with this ordinance is like building a kayak without taking it out before it's completed. He stated Councilor Radford expressed concerns that the study is flawed, which is similar to an uncompleted kayak. He questioned how long it will take before we see the negative effects of passing this ordinance the same night that the study was discussed. Mr. Cummings believes the concerns haven't been spoken to. He believes more individuals would have to carry more of the weight of this ordinance without an increase of benefits. He doesn't believe new homeowners will have more access to 911, EMS, or roads than an existing homeowner. He questioned the fairness of the disproportionate tax when everyone receives the equal amount of service.

Todd Webb, appeared. Mr. Webb stated he reappeared per Councilor Freeman's request. He also stated Mr. Nottestad has been on the Impact Fee Advisory Committee although Mr. Webb indicated that Mr. Nottestad has been disheartened as he believes this is a rubber stamp. Mr. Webb stated Mr. Nottestad has tried to get information back to the builders, although Mr. Webb indicated he found out the committee started 21 months ago. He believes the council had already decided to pass the Comprehensive Plan that included the impact fees, which is disappointing. He stated he doesn't know how to get information, and he questioned if 1,000 people showing up would have stopped this. Mr. Webb stated he has been put on the contractor board as he wants to change licensing. He also stated he's been trying to get involved but he was told it's not how to get something changed. He believes more government is one (1) more step to a place we don't want to be and he believes we're taking the same steps as Oregon and Boise. He believes this was a rubber stamp, and he recognizes he should have been involved 21 months ago.

Cameron Hine, appeared. Mr. Hine stated he was born in Idaho Falls and raised in Eastern Idaho. He also stated a fair amount of the contractor process when meeting with homebuyers is a comparison of taxes. He suggested a comparison of impact fees to those other cities that have impact fees to see what these fees should be. Mr. Hine stated they are trying to keep the growth going as everyone benefits by the growth. He expressed his gratitude.

AJ Harris, Panchari, appeared. Mr. Harris believes this is a foregone conclusion. He pleaded that when the impact fees are implemented, the size of the home should be proportionate. He believes a 5% fee for commercial is ridiculous, where there is no fee in Ammon, and the \$6,000 for residential could be a huge impact for middle housing. Mr. Harris stated none of the places paying for impact fees would

benefit to any improvements of infrastructure or to parks because they're not in that region. He believes impact fees should be proportionately placed on existing home sales then the burden could be shared across all residents for the entire city, so it's not disproportionately providing a service to something that won't be used by someone on the outskirts of the city or in an infill lot.

Erin Cannon, Idaho Falls, appeared. Ms. Cannon restated an earlier comment that for every \$1,000 that gets added to the price of a home, that will price 158 households out of the market, and every \$1 in fees it gets translated to \$1.20 to the price of a home. She believes affordability needs to be heavily considered, however, this will affect existing home prices because they are a substitute to new construction. She indicated there is one (1) month of inventory and these decisions affect homeowners. She believes, due the current market situation, the builders cannot afford to pass this fee along, although that may not always be the case. Ms. Cannon stated, referencing that Idaho Falls is the only city of this size not to have impact fees, that this should be worn as a badge of honor. She believes the city has been creative, has been fiscally responsible and that can continue, and the city should not jump on the bandwagon. Ms. Cannon believes the Comprehensive Plan can be used a template for impact fees and not just be reactionary to the current situation.

Rick Mickelson, Purple Sage, appeared. Mr. Mickelson stated he currently resides in Ammon but will be moving to Rigby. He reviewed the cost of his permit which is half of the city permits, not including the impact fee. He also stated, as a builder, he currently has a lot of lots in Idaho Falls and he's working with a developer to find land outside of Idaho Falls. He believes the more the fees get raised, the builders won't build there anymore. He stated the builders are looking to build in areas that are affordable. Mr. Mickelson stated he is all for police and EMS but he believes all homeowners in other counties and cities will be coming to the zoo and the grocery store that will have an effect and will impact the roads that are not being paid for. He also stated the impact of using roads to come into the city will not change. He noted he has multiple permits with Idaho Falls, but all other permit fees outside of the city will go elsewhere. He indicated builders have left the meeting because they realized their voice won't be heard. Mr. Mickelson stated he likes Idaho Falls and what it has to offer but he questioned if builders going elsewhere due to the fees will hinder growth.

Troy Ellis, Rexburg resident, appeared. Mr. Ellis believes affordability is not here anymore so individuals are moving to other states where they can afford a house.

Mayor Casper closed the public hearing.

Councilor Radford stated, as budget-wise, the city is at an extreme risk, and the city is not prepared for the next several months as the city is faced with 7% inflation, 20% labor cost increase, and all kinds of problems in terms of money with no way to raise revenue. He also stated the state has taken away a percentage of growth, therefore there are real cost pressures, noting builders can pass along some of the cost, however, the city cannot pass along any costs. He emphasized the city cannot even hire police officers. He reiterated the cost of running a city is out of our hands and the city is not able to provide services with property tax dollars. Councilor Radford stated he has sat through 600 hours of budget meetings and there is not enough revenue to meet the needs of the city. He believes impact fees are one (1) access point, but he also believes something didn't work to have the partnership of homebuilders to not be interested in passing this ordinance. He believes the city must figure out how to make this partnership work as the trust of government matters. Councilor Radford stated the elected officials worry about trust immensely as the trust in government has diminished. He recommended the

council not vote on the ordinance at this meeting as he believes there is a disconnect. He also believes impact fees are probably coming but he believes this could be done as a partner. Council President Dingman stated discussions regarding the idea of impact fees have been occurring for six (6) years. She also stated it takes time, data, and resources to complete a process. She believes growth should pay for growth, and growth is costing the city. She referenced House Bill 389, which limits the city on receiving a percentage of growth and new construction, noting new construction is being subsidized. Council President Dingman emphasized impact fees can only be used for capital improvements, not operating or maintenance costs as this is what property taxes are for. She stated impact fees are subject to three (3) legal standards. She believes the comments received can recognize that when large development comes into play, individuals are wondering what development is actually paying for as growth is not paying for itself. She also believes the consequence of impact fees doesn't take other things into account the nuance of home ownership such as power, noting the low cost of Idaho Falls Power. Councilor Freeman asked those present to exchange seats with the elected officials. He stated the city has not been keeping up with the needs of the city for some time, and this tool is needed to keep the city running in order to avoid cutting additional services because of growth. Councilor Francis believes the Impact Fee Advisory Committee needs adjusted. He indicated the level of fees will come at a different time, noting the ordinance does not set the fees. Councilor Radford stated Idaho Falls has been friendly to developers, although he believes that trust could be lost. He believes the developers are the experts, he has heard great concerns that he doesn't disagree with, and these impact fees may disappear. He also believes slowing growth sounds nice but not slowing the growth to nothing. He indicated the city has no concept of what the next few years will look like, and there is no predictability. Councilor Radford believes this could go back to the departments, find the right amount of fees, and still have trust with the building community. He also believes the city needs to find a way forward with the developers. Councilor Francis questioned passing the ordinance on the first reading with additional discussion to occur with the committee. Councilor Burtenshaw believes impact fees are coming, however, the growth is not materializing in the budget. She questioned why the growth did not come from the county and where that money is. She stated Idaho Falls cannot continue to bear the brunt. She also believes there is work to do with the amount of fees. Councilor Hally stated depreciation is a cost which was not covered, and the city is in a bind. He believes the growth has gone to inflation. Council President Dingman questioned additional conversation regarding the passage of the ordinance as the fees have not been established. Councilor Radford believes the ordinance should be written with the builders as they are a key partner. Mr. Fife explained how the ordinance was drafted which was designed to fit with the TischlerBise study. He stated the ordinance could be changed per council. Mayor Casper noted only one (1) of the five (5) committee members are present. She also announced a property tax discussion will be occurring on February 25, she recommended all individuals attend as she believes there is a lot of misconception regarding property taxes. She explained property taxes, sales taxes, grants and donations, growth, and fees. Per Councilor Francis, Mr. Fife confirmed this is a legislative issue and could be discussed with any individual if the ordinance is passed on the first reading only. Mr. Fife explained the options for passing the ordinance on the first reading and/or subsequent readings. Per Councilor Freeman, Mr. Fife indicated another public hearing would typically not be needed for future ordinance discussion, however, that would depend on any material changes. It was moved by Council President Ziel-Dingman, seconded by Councilor Hally, to approve the ordinance to Adopt, Collect and Administer City Development Impact Fees under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Councilor Francis clarified he is not voting against the concept, he prefers a first reading only. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Hally, Freeman. Nay - Councilors Radford, Francis.

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

ORDINANCE NO. 3446

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADOPTING TITLE 10, CHAPTER 8 TO ESTABLISH A COMPREHENSIVE STRUCTURE TO ADOPT, COLLECT, AND ADMINISTER CITY DEVELOPMENT IMPACT FEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Mayor Casper believes there is a sincere desire to engage on the next steps. She also believes this should occur in a timely manner that would allow work on the current deficit. She requested all thoughts and issues be submitted to herself and Director Fredericksen.

7. Adjournment.

There being no further business, the meeting adjourned at 1:29 a.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

March 7, 2022 Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, March 7, 2022, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman

Councilor Thomas Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Councilor John Radford (arrived at 3:38 p.m.)

Also present:

Pamela Alexander, Municipal Services Director

PJ Holm, Parks and Recreation Director

Chris Horsley, Parks and Recreation Superintendent

Roxane Mitro, Alderson Karst and Mitro Architects

Chris Fredericksen, Public Works Director

Kade Marquez, Transit Coordinator

Michael Kirkham, Assistant City Attorney

Randy Fife, City Attorney

Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:07 p.m. with the following items:

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Council President Dingman, that council receive the recommendations from the March 1, 2022 Planning and Zoning (P&Z) Commission meeting pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Hally, Burtenshaw, Dingman, Freeman, Francis. Nay – none.

Calendars, Announcements, Reports, and Updates:

March 10, City Council Meeting

March 11, City Club

March 15, Idaho Falls Regional Airport (IDA) Board Meeting

March 16, Bonneville Metropolitan Planning Organization (BMPO)

March 21-25, Spring Break for School District #91 (Mayor Casper noted due to Spring Break, meetings* were moved to the following week to accommodate those who may be out of town)

March 28, City Council Work Session*

March 30, Idaho Falls Power (IFP) Board Meeting*

March 31, City Council Meeting*

Mayor Casper stated volunteers are being requested for clean-up of the Friendship Gardens. She also stated the election for the supplemental plant facility levy (for School District #91) will be on March 8, this will not affect current property taxes. She distributed two (2) handouts regarding Airports outlining misleading claims of the

March 7, 2022 Council Work Session - Unapproved

Passenger Facility Charge (PFC), and 2022 Airport legislative priorities. She stated there will be an American Association of Airport Executives (AAAE) Board Training in April, indicating travel arrangements will need to be made ASAP. Council President Dingman believes this will be great training for the IDA Board Members.

Liaison Reports and Councilmember Concerns:

Councilor Hally stated per Public Works, water meters presentations have occurred for data and information processing. He also stated he is pleased the dispatch bill (regarding the Public Employees Retirement System of Idaho (PERSI) Rule of 80) passed overwhelmingly. He indicated if the asset of property is replaced with a 2% increase in sales tax, it appears the sales tax money goes to legislators to divvy anyway they want.

Council President Dingman reiterated the IDA Board Meeting. She stated, per IDA, there will be a direct flight from Idaho Falls to Orange County, California beginning May 18, and Allegiant has introduced additional routes. She also stated, per the Idaho Falls Fire Department (IFFD), it was an extremely busy weekend with incidents.

Councilor Francis reiterated the school levy election. He stated, per the Idaho Falls Police Department (IFPD), a gathering/conversation event will be held on March 22 regarding homelessness.

Councilor Freeman stated he recently attended a Veterans Foreign Wars meeting per his liaison assignment, and he will attend an American Legion meeting in the near future. He noted, per the February 24 City Council Meeting, the city grew by 75 acres.

Councilor Burtenshaw further explained the March 22 homelessness event which will address urgent needs--stabilization and growth, police safety and support, and addiction resources and recovery.

Municipal Services and Parks and Recreation/Update: Aquatic Center Dehumidification Project:

Director Alexander expressed her appreciation to the Aquatic Center and Building Maintenance staffmembers for their work in the Aquatic Center during the closure. She recapped the following:

Life Safety Concerns from 2020 Facility Assessment –

- Humidity
- Indoor Air Quality
- Replacement of the dehumidification (dehyde) system
- Upgrade of electrical bonding grid

2020 Facility Assessment Cost Estimate –

Total = \$1,018,160 (study estimated based on June 2020 opinion of probable costs)

Revised Project Timeline (November 7, 2021 – End of May 2022)

Director Alexander stated the end date has been changed from ‘by or before mid-April’ due to the requested Change Order in the amount of \$36,227.

Director Holm reviewed the Project Costs to Date including Consultant Cost Phase #2, the dehyde system, ducting removal and installation, automatic sliders, south ductwork, digital direct control, Consultant Project Management, Change Order #1, and pending Change Order #2.

Total project cost to date = \$1,219,741

Project Budget \$1,159,000 (\$1,018,000 original budget plus \$141,000 savings from Heritage Park power poles authorized by Council on 10/12/2021)

Revised Project Overage Estimated to Date \$60,741

Director Alexander requested the amount of Change Order #2 be rounded to \$70,000 to allow some leeway. She reviewed the summary of requested action which includes P&R proposal to fund the change order and overage to

March 7, 2022 Council Work Session - Unapproved

the project by: \$50,000 savings in tennis court repairs but cancelling the Tautphaus Park overlay and scheduling a full rebuild in 2023; and a \$20,000 reduction to Operations and Maintenance (O&M) throughout the Parks budget. She confirmed the Recreation Fund has enough funding to cover the Change Order.

Director Holm reminded the council that one (1) of the core values is data driven decision making. He stated \$300,000 was approved as a line item for the replacement of the Skyline High School (SHS) tennis courts, which will be reimbursed 50% from School District #91. He indicated a total of \$350,000 was placed in this line item as the O&M repairs typically cost \$50,000. He also indicated Tautphaus Park was only scheduled as an overlay this year so two (2) tennis courts (Tautphaus Park and SHS) would not be out of service at the same time. However, the consultant recommended a rebuild or renovation of Tautphaus Park instead, therefore, the proposal is to move \$50,000 to the dehyde project. Per Councilor Radford, Director Holm stated the tennis court at SHS will be a post-tension court. He explained how cables will be stretched underneath the concrete so the court can contract/move per the fluctuating temperatures. He believes this should extend the overall life of the tennis court. Per Mayor Casper, Director Holm stated this type of court is usually seen in colder weather.

It was then moved by Councilor Radford, seconded by Councilor Hally, to approve a cash transfer from the General Fund to the Recreation Fund. The motion carried by the following vote: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay – none.

Public Works/Update: Greater Idaho Falls Transit (GIFT):

Director Fredericksen introduced Mr. Marquez as the newly-hired Transit Coordinator for GIFT. He stated three (3) Request for Proposals (RFPs) have been received for a micro transit vendor. He also stated the recommendation from the committee is to move forward with a contract with Downtowner. Director Fredericksen reminded the council there is approximately \$4.1M of direct federal funding, without match, to stand up these services, along with an additional \$327,000 from the Idaho Transportation Department (ITD). He stated the next steps would include staff to negotiate the contract for future council approval. Councilor Radford believes this is an amazing program, however, he questioned the cost for a ride once the federal funding has been utilized and how that cost will be communicated. Council President Dingman stated this is a 4-year model with a roll-over of any remaining funds. She also stated this provider came under budget, and GIFT will be able to apply for additional funds, local match, sponsorship, and local contributions from other entities, etc. She believes GIFT is financially sound, although, she stressed the importance to communicate the pricing and to keep this affordable as possible, even in the short-term. Councilor Radford also questioned the use of electronic vehicles (EVs). Council President Dingman stated Downtowner was able to introduce EVs within a short timeframe. She believes EVs can be negotiated into a future contract. Mr. Marquez believes EVs are an advantage although there is currently an absence of this in the community. He noted significant savings for this program will be non-essential medical transport for emergency services. He also noted all vehicles will have wheelchair access, all drivers will be trained for door-to-door service, and there is the ability for reimbursement from various programs. Per Councilor Radford, Mr. Marquez stated these vehicles will be strictly within city limits. Per Councilor Francis, Mr. Marquez believes the demand may be higher than anticipated. Council President Dingman believes the seven (7) vehicles/14-hour day model is a mid-range launch. She also believes the final pricing model will determine usership. Director Fredericksen believes addendums may be needed per the demand and pricing. Councilor Freeman questioned if GIFT could take some demand from the IFFD. Council President Dingman believes this service could be marketed and promoted as a non-life threatening situation. General discussion followed regarding the services and availability, EVs, and the algorithm of services, including the estimated time of services. Mr. Marquez further introduced himself. Council President Dingman believes GIFT will be in good hands with Mr. Marquez. She expressed her appreciation to the Public Works staff. She indicated GIFT should be operational by the end of May.

March 7, 2022 Council Work Session - Unapproved

Office of the Attorney, with other departments/Discussion: Noise Ordinance Introduction:

Mr. Kirkham stated the city has not had a noise ordinance for decades. However, he indicated disruptive events have occurred which has been difficult for the IFPD to determine how to address, noting the most appropriate charge at this time is disturbing the peace. Mr. Kirkham stated discussion has been occurring with IFPD for some time regarding the right way to respond to noise complaints, including the type of the complaint. He indicated most incidents are occurring at night. He stated the proposed ordinance focuses on public nuisances, construction, loud music or parties, landscaping, and it will provide a tool for the IFPD. He also stated the proposed ordinance broadly regulates noise between the hours of 9:00 p.m. through 7:00 a.m., noting there are a few exceptions in the ordinance with a process described for these exceptions. Discussion followed regarding modifying the timeframe for seasonal, penalties, and timeline for adoption. Mr. Kirkham stated there is no urgency for adoption, additional discussion could occur as needed. Councilor Burtenshaw stated she has philosophical issues with this ordinance. She does not believe there will be significant enforcement as compared to the traffic ordinance. She believes there should be exemptions for construction. She also believes the disturbing the peace ordinance should be reviewed. Council President Dingman believes ordinances are put in place to create the type of community that we want, and lives in a way that respects other individuals. She believes the timeframe should be extended. She doesn't believe ordinances should not be passed pending unknown enforcement from the IFPD. Per Councilor Freeman, Mr. Kirkham stated the penalty could be reduced from a misdemeanor to an infraction with a level of fines. Mayor Casper suggested the council submit any feedback to the City Attorney's Office before April 4 with potential approval prior to summer activities. She believes the IFPD should have tools, however, she does not want to create undo pressure on the IFPD or create false expectations for the community. Councilor Francis stated, per the IFPD Chief, this ordinance should not be created to address the fireworks issue. Councilor Radford expressed his concern for the fireworks, he believes fireworks may need to be addressed outside of the noise ordinance. Councilor Freeman agreed. He stated the current rules for fireworks can't be enforced as it's difficult to respond to those calls. Councilor Hally believes 'noise' may be a judgement call. Per Councilor Freeman, Mr. Kirkham stated discussion for this ordinance has been occurring for approximately two (2) years, the timing of this discussion was not prompted by recent public comments.

Legislative Update:

Mayor Casper stated House (H) Bill HB618 (Idaho Falls standardizing to release victim information) will not proceed this year. She also stated the Association of Idaho Cities (AIC) will get involved if a Bill involves a city or if a Bill preempts. She briefly reviewed Senate (S) Bill S1261 (parental rights on smartphones), H0531 (monuments), H0550 (property tax rebate program), H0621 Public Records (cybersecurity), S1283 (Medicaid), H0635 (Annexations), H0636 (Accessory Dwelling Units), S1339 (Public Records submittal), S1342 (alcoholic beverages, liquor licenses), federal funding opportunities, H714 (increase sales tax and eliminate primary residence property tax; Mayor Casper believes H714 is a very complicated approach, she requested the council submit their comments to the legislators), and H735 (county indigent fund).

There being no further business, the meeting adjourned at 4:52 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, March 10, 2022

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

Michael Kirkham, Assistant City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper requested Community Development Services Director Brad Cramer to lead those present in the Pledge of Allegiance.

3. Public Comment.

Gail Zurtlaff, Idaho Falls, appeared. Ms. Zurtlaff stated, because she became a military family, she is keenly aware that we mostly talk about quality of life issues here and more than 5,500 miles away, people are experiencing life and death issues. Ms. Zurtlaff shared a personal experience from January 2021 related to two (2) toddlers who were obviously lost and wandering and were too young to share their names or where they lived. She indicated she called law enforcement, however, no one showed for 30 minutes. She also indicated another couple arrived and waited. She referenced her public comments at the February 24 City Council Meeting regarding a conversation with an officer and construction workers. She stated when she called law enforcement in December 2021, she attempted to describe the light towers. She displayed a large item, stating the light tower was comparable to this item. She also displayed a 60-watt bulb for her home. She indicated the light tower represents 1,600 lumens, up to 813,000 lumens which is like 200-940 60-watt bulbs. Ms. Zurtlaff reiterated no one would come that night (December 2021) and no one with any authority saw what she saw. She stated she needed someone with authority to come. Mayor Casper stated she would follow up with this issue.

Steve Laflin, small business owner in Idaho Falls and member of the Idaho Falls Airport Association (IFAA), appeared. Mr. Laflin expressed his congratulations for the advancement of the Idaho Falls Regional Airport (IDA) Leadership Workshop to an Airport Board of Directors. He stated the IFAA believes IDA deserves the attention of a full-fledged board. He indicated the economic impact of commercial aviation is significant and relatively easy to measure in terms of passenger numbers and other direct revenues, however, he is hopeful that commercial aviation is not the sole focus of the board. Mr. Laflin stated previous numbers indicate general aviation makes up more than 90% of operations at IDA but the economic impact of general aviation is more difficult to measure on the community. He indicated most major retail stores run corporate aircraft as the most efficient means to transport management. He also indicated general aviation activities includes air freight services, firefighting, air ambulance, flight training, charity flights, and profit operations which all contribute to the value of IDA. Mr. Laflin believes additional services to Idaho Falls were made because the commercial airlines were confident that they could fill those seats, which is occurring, as a result of successful economic development which has been supported by general aviation. Mr. Laflin believes general aviation leads the way for economic development while commercial aviation follows the growth. Therefore, Mr. Laflin believes it would be appropriate that the council consider expanding the IDA Board Members beyond city

councilmembers to include other members of the general aviation community. He indicated this approach has been very successful in other airports. He believes a more diverse board could better address the needs and opportunities at the IDA and the important role that it plays in supporting the city and all of Eastern Idaho.

4. Consent Agenda.

Council President Dingman stated the Consent Agenda item 4.B.2) Bid IF-22-09, did not have the correct recommendation bid award total. She indicated only one (1) of two (2) lump sum sections were included with the bid. It was then moved by Council President Dingman, seconded by Councilor Burtenshaw, to remove this item from the Consent Agenda to correct the total to be awarded and move it under the Regular Agenda 5.B. so the council can properly award the bid as corrected. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

A. Airport

- 1) Minutes from Airport Leadership Workshop with Council Members
Wednesday, December 15, 2021, Airport Leadership Workshop

B. City Attorney

- 1) Resolution adopting the Idaho Falls Police Department Personnel Manual (January 2022 edition)
On February 10, 2022, the Council adopted Resolution No. 2022-02 which adopted the Police Department Personnel Manual (January 2022 edition). However the copy the Idaho Falls Police Department Personnel Manual (January 2022 edition) contained certain scrivener's errors that were not intended to be adopted as part of the manual update. This proposed resolution has a copy of the Police Department Personnel Manual (January 2022 edition) without the scrivener's errors.

C. Public Works

- 2) Bid Award - Water Line Replacements 2022
On Tuesday, March 1, 2022, bids were received and opened for the Water Line Replacements 2022 project. A tabulation of bid results is attached. The purpose of the proposed bid award is to replace aging water line and construct pavement improvements in and near Saturn Avenue between Grandview Drive and Broadway.
- 1) Bid IF-22-12, Steel Traffic Light Poles for Public Works
The purchase of the steel traffic light poles is requested for the 17th and Woodruff and Sunnyside and Crestwood capital intersection improvement projects.

D. Municipal Services

- 1) Bid IF-22-10, Haul and Spread Liquid Wastewater Biosolids for Public Works
To maintain compliance with Idaho Department of Environmental Quality (IDEQ) discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater biosolids.
- 3) Treasurer's Report for January 2022
A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and

approval. For the month-ending January 2022, total cash, and investments total \$143.6M. Total receipts received and reconciled to the general ledger were reported at \$60.4M, which includes revenues of \$58M and interdepartmental transfers of \$2.4M. Total distributions reconciled to the general ledger were reported at \$38.3M, which includes salary and benefits of \$5.6M, operating costs of \$30.3M and interdepartmental transfers of \$2.4M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$135M.

- 4) Minutes from Council Meetings
February 22, 2022 City Council Work Session
- 5) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Freeman, Burtenshaw, Dingman, Radford, Francis, Hally. Nay - none.

RESOLUTION NO. 2022-08

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 (JANUARY 2022); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

5. Regular Agenda.

A. Human Resources

1) Resolution to Update Personnel Manual

The Personnel Manual provides guidance over a broad range of City employment matters and relationships. The attached draft is the result of a thorough review of the current Manual, employment best practices, and input from various sources, including Council members, Department Directors, and City employees. Changes are in the areas of background checks, pay, standby time, employment flexibility, holidays, vacation/sick use, Commercial Drivers License employment expectations, cessation of longevity pay, and re-employment preference.

Human Resources Director Ryan Tew appeared. He stated discussion of these proposed changes occurred approximately six (6) weeks ago at a Council Work Session. He also stated this contains approximately a year's worth of work. He indicated these changes have been presented to all employees for 30-day feedback, noting there were no substantive changes.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the Resolution to adopt the City of Idaho Falls Personnel Manual (March 2022). The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING CITY OF IDAHO FALLS PERSONNEL POLICY REGARDING COMPENSATION

ADMINISTRATION, HOLIDAYS, FLEXIBLE WORK SCHEDULES, CODE OF CONDUCT VIOLATIONS, DRUG AND ALCOHOL POLICY ADMINISTRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Municipal Services

1) Bid IF-22-11, Niche Columbarium for Parks and Recreation

This request is to construct a new niche wall at Rosehill Cemetery.

Municipal Services Director Pamela Alexander appeared. She stated the total budget approved for this project was \$80,000, however, the Parks and Recreation (P&R) Department found operating funds for the budget overage. Per Councilor Freeman, Director Alexander was unsure of the number of units in the niche. Councilor Radford stated this is a need as more cremations are occurring due to the cost of funerals, noting Rose Hill has not previously had this option. Per Councilor Burtenshaw, Director Alexander confirmed there will be a fee for this wall. Mayor Casper stated the fee for this wall will be presented in the near future with the fee proposed for \$600. She indicated this fee will also assist with maintenance and perpetuity costs. Council President Dingman stated, due to State Code, the city is required to accept the lowest responsive responsible bidder.

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to accept and approve the lowest responsive responsible bidder, Monument Warehouse, LLC., for a total of \$84,300.00. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

2) Bid IF-22-09, Main Line Materials for Public Works

This request is to purchase main line material inventory for the Woodruff Avenue and 17th Street Intersection project.

Director Alexander stated she inadvertently failed to include the two (2) sections. She indicated the recommended bid award is for the lowest responsive responsible bidder, HD Fowler, for a total amount of \$85,759.14.

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to accept and approve the lowest responsive responsible bidder, HD Fowler, for Main Line Materials for Public Works Department in the amount of \$85,759.14. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

C. Airport

1) City Council Acting as Idaho Falls Airport Board

IDA is a city-owned enterprise funded largely by FAA grants-with other federal funds. Governance at IDA therefore must focus both fiduciary duty and management efforts on grant assurances, while at the same time ensuring that the passenger experience at IDA is convenient, comfortable, and safe. Throughout the airport management profession, these goals are met with board management. After a period of meeting in "Airport Leadership Workshops," the Idaho Falls City Council is well suited to oversee airport policy, management, and overall disposition of federal and local funds. Approval of this

manual will memorialize the practice of the City Council serving as the Idaho Falls Airport (IDA) Board of Directors.

IDA Director Rick Cloutier appeared. He stated the policies and procedures manual will formalize the Airport Board for the future. He also stated numerous discussions have occurred in previous IDA meetings, and if approved, the first official Board Meeting will be held March 13. Councilor Radford expressed his appreciation for the public comment regarding the general aviation community, and he is interested in that conversation that was mentioned. Director Cloutier noted numerous airports have Advisory Boards that may make recommendations to the official Airport Boards. He indicated the suggestion of an Advisory Board may come under the Master Plan. Per Councilor Freeman, Director Cloutier confirmed this board has the legal fiduciary responsibility over IDA governance. Mayor Casper believes this policy may go through changes. Council President Dingman, as the IDA liaison, expressed her appreciation as she believes formalizing the council as the official IDA Board is crucial to the future success of IDA, and she concurred with the fiduciary responsibility which she also believes has served Idaho Falls Power (IFP) well.

It was moved by Council President Ziel-Dingman, seconded by Councilor Freeman, to approve the policy and procedures manual for the Idaho Falls Regional Airport. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

D. Public Works

1) Iona Bonneville Sewer District (IBSD) - Request for Sewer Service Area Expansion

Public Works is in receipt of a request from the IBSD to increase the District's sewer service area boundary by 102.68 acres. The proposed expansion included two separate areas. Exhibit A is for inclusion of 20.181 acres of property located generally east of North 45th East and north of East 49th North. Exhibit B is for inclusion of 82.499 acres of property located generally west of North 55th East and north of East 65th North.

Section 8 of the Cooperative Agreement for Sewage Collection and Treatment between Idaho Falls and the District requires that enlargements to the sewer service area be approved by the City of Idaho Falls. The City had previously requested that the District not expand its sewer service area unless alternative means were secured for sewage to reach the Wastewater Treatment Plant. Currently, the Sunnyside Sanitary Sewer Trunk line carries all flow from the District to the Plant. The District did reduce its service area in response to our request and is approximately 114.83 acres smaller than when originally requested by the City.

The District's sewer service area would still be approximately 12.15 acres smaller than it was in 2016, if this request is approved.

Public Works Director Chris Fredericksen appeared. He stated the total requested acreage is 102. He also stated the shrinkage of the IBSD service area is largely in fields that the city has expanded. Per Councilor Francis, Director Fredericksen believes the IBSD is looking at other areas to decrease. Councilor Hally stated allocation of cost has not been easy. Director Fredericksen stated the city has been a long-term provider for the IBSD, and numerous cost discussions have occurred over the previous year which has resulted in a rate increase. He also stated Public Works have stood up connection fees that the IBSD pays to the city for new connections to ensure responsibilities and proper compensation.

Councilor Freeman recognized the IBSD paid for a significant portion of work on the Sunnyside Trunk Line. Director Fredericksen explained the Sunnyside Trunk Line stating there is approximately 25-30% capacity. He indicated the IBSD paid for their proportionate flow within that line. Per Councilor Freeman regarding the flow, Director Fredericksen stated the City of Ammon no longer uses this line which reduced the flow, although, the City of Idaho Falls is growing. He noted the IBSD would need to participate if an additional conduit is needed within the next five (5) year increment. He believes the IBSD is pursuing options for handling their own waste.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, to approve the request to expand the Sewer Service Area for IBSD. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay - none.

E. Community Development Services

- 1)** Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Riverfront Luxury Townhomes Division 1.

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Riverfront Luxury Townhomes Division 1. The Planning and Zoning Commission considered this item at its April 20, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilor Francis noted Latah Street will be finished with full curb and sidewalks.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Development Agreement for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to accept the Final Plat for Riverfront Luxury Townhomes 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 Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Riverfront Luxury Townhomes Division 1 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

- 2)** Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Sand Creek Estates Division 3.

Attached is the application for the Development Agreement, Final Plat and Reasoned Statement of Relevant Criteria and Standards for Sand Creek Estates Division 3. The Planning and Zoning Commission considered this item at its September 7, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilor Francis stated this plat includes 16 residential and two (2) non-buildable lots. He also stated there is an anticipated trail along the canal on the opposite bank of this area that will connect across

the road, and the development south of town will work well with this. He indicated, per the Planning and Zoning (P&Z) Commission notes, Sandpiper Way has a curve that will 'calm' the traffic. Councilor Burtenshaw believes the bridge over the canal is in place which connects the two (2) areas well.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Development Agreement for Sand Creek Estates Division 3 and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to accept the Final Plat for Sand Creek Estates Division 3 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 Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Sand Creek Estates Division 3 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

3) Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division 2 PUD.

Attached is the application for the PUD and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes Division 2 PUD. The Planning and Zoning Commission considered this item at its December 7, 2021, meeting and unanimously voted to recommended approval of the PUD as presented. 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 the parcel on the corner of Skyline and Pancheri is just over ½ acre. He also stated this is a continuation of recently approved Skyline Manor Division 1 that will continue to connect to Skyline. He indicated the water loop will continue, sanitary sewer is currently installed, and the storm water collection will go over to the storm pond in Division 1. Mr. Bane stated this lot is currently zoned R3A, they're planning on two (2) different buildings - one (1) on the north side and one (1) on the south side which would equal ten (10) units, and these homes will be individually platted and individually sold as single-family attached homes. Mr. Bane stated they are requesting one (1) variance, the same variance requested for Division 1, which is the rear setback on the north side which is just over 11' on one (1) side and just under 8' on the other side of these townhomes. He also stated discussion occurred regarding lowering or angling the side although they believed it was best to keep the road at a 'T'. Mr. Bane noted Division 1 had no fence along Pancheri as it was set back further from the road. He also noted a fence is planned for Division 2 around the south side and the west side of the property, and the 6' fence will be reduced to a 3' fence for safety reasons. Mr. Bane believes they are complying with the PUD ordinance. He also stated there is a one-car garage with a tandem next to it to make three (3) parking spaces per unit or two (2) spaces per unit without the tandem. Per Councilor Francis, Mr. Bane stated the intersection is not changing, and the fire hydrant will stay. Also Per Councilor Francis, Mr. Bane stated the walkway on the south side of the road connects to Skyline which connects to the pathway.

Mayor Casper requested staff presentation.

Director Cramer appeared. He presented the following:

Slide 1 - Property under consideration

Director Cramer reiterated the zone is currently R3A. He noted the zoning in the Reasoned Statement has been corrected and an updated version of the Reasoned Statement was provided to the City Clerk. He also noted the PUD is below the required acreage. He stated the variance is along the north line which will match the setback in Division 1. He explained the property line has a slight angle which drops from 11' to 8'. Per Councilor Francis, Director Cramer explained the code requiring a minimum of two (2) acres for a PUD unless it's for redevelopment purposes for a public benefit or amenity that's being included. He stated this is a challenging piece of property which creates challenges with redevelopment infill. He also stated this is the type of property that typical standards are difficult to achieve. He indicated a PUD offers an exchange for variances. Mayor Casper questioned the notifications, obligations, and concerns of neighbors. Director Cramer stated the neighbors within 300' did receive notification. He is not aware of any calls or input from the surrounding property owners.

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

Councilor Burtenshaw stated the structure to the north does not run parallel to the slant, however, the structure is the same distance. She also stated she likes the product being offered and is unique. She expressed her appreciation to the developer for offering single-family homes that could be affordable. Councilor Francis believes this property is infill and is essential as a redevelopment, and it has connectivity to the River Walk. He also believes the speed of the street will be calm as is. Councilor Freeman expressed his appreciation to the developer to make this property work as infill. Councilor Hally believes this is an example of affordable housing which is needed.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD as presented. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Freeman, Francis. Nay - Councilor Radford.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Skyline Manor Townhomes Division 2 PUD and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Dingman, Burtenshaw, Freeman. Nay - Councilor Radford.

4) Ordinance to amend Title 7, Chapter 9 to add public transportation facility signs to the sign code.

Attached is an ordinance amending Title 7, Chapter 9 to add public transportation facility signs to the sign code. This ordinance is in response to the recent efforts to launch Greater Idaho Falls Transit (GIFT) to provide public transportation in Idaho Falls. Although the program at this point is focused on micro-transit, as the system grows it may eventually include fixed routes with benches and shelters. Advertising is traditionally a part of such facilities, but the sign code does not currently accommodate off-premise advertising of this type. This proposal modifies the code to allow advertising on benches and shelters only associated with the official public transportation provider for the City.

Director Cramer appeared. He stated this ordinance was drafted numerous years ago that would have

funded a bus shelter, and discussion occurred regarding advertisement on the bus shelters that would be a revenue source, however, the sign code did not allow off-premise advertising. He explained on-premise and off-premise advertising. Director Cramer stated the code has been updated to allow a revenue source for a public transportation entity, and the ordinance differentiates advertising in commercial versus residential zones. Director Cramer stated, per conversation with the new transit coordinator, there could be a need for a designated pick-up spot in particular neighborhoods. Per Councilor Francis, Director Cramer stated the revenue is not being addressed in the code. Also per Councilor Francis, Director Cramer stated the sign siting would be through Public Works with a right-of-way permit, and the standards for the sign code would be checked. Council President Dingman clarified the transit provider is three (3) entities, and all these entities have signed the Memorandum of Agreement (MOA) to provide these services. She stated the Targhee Regional Public Transportation Authority (TRPTA) dba as GIFT has the authority to enter into an agreement with any public or private agency to provide public transportation, and GIFT is the only true provider per State Code. She also stated there could be a high need for this. She noted previously there were bus benches on fixed routes where the advertising dollars were being provided back to TRPTA. She also noted there was another bus bench program that has since been dissolved. Councilor Burtenshaw expressed her gratitude to the GIFT program. She believes this will be very proactive, is positive, and a forward-thinking advancement.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the amendment of Title 7, Chapter 9 to add public transportation facility signs to the sign code under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay - none.

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

ORDINANCE NO. 3447

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 7, CHAPTER 9 TO CLARIFY AND ADD WATER PLAN DEVELOPMENT, ELECTRONIC MESSAGE CENTER, AND PUBLIC TRANSPORTATION TO THE SIGN CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Director Cramer indicated the wrong ordinance summary language was included in the packet. Mayor Casper clarified the content of the ordinance is correct. She requested the City Clerk re-read the ordinance title considering this to be a scrivener's error. Mr. Kirkham believes the title should be amended as a council action with the corrected title.

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

ORDINANCE NO. 3447

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 7, CHAPTER 9 TO CLARIFY AND ADD PUBLIC TRANSPORTATION FACILITY SIGNS TO THE SIGN CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was then moved by Councilor Francis, seconded by Councilor Burtenshaw, to accept the amended version of the ordinance title. The motion carried by the following vote: Aye - Councilors Hally, Dingman, Francis, Burtenshaw, Radford, Freeman. Nay - none.

Per Mayor Casper, Mr. Kirkham confirmed the amended title will be published in the newspaper.

6. Announcements.

Mayor Casper announced City Club on March 11; the IDA Board of Directors Meeting on March 13; City Council Work Session on March 28; and City Council Meeting on March 31.

7. Adjournment.

There being no further business, the meeting adjourned at 8:58 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-468

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Monday, March 28, 2022
DEPARTMENT: Municipal Services

Subject

Public Hearing for Sale or Conveyance of Real Property

Council Action Desired

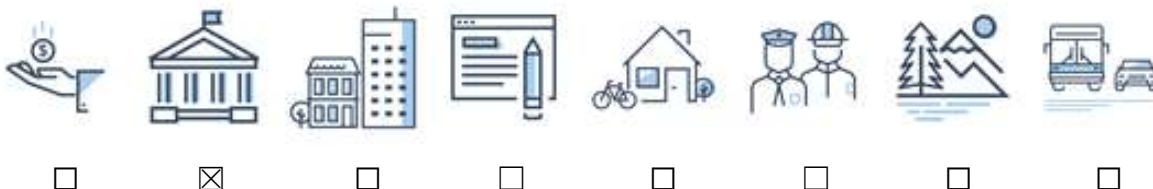
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Pursuant to Idaho Code §50-1402, Municipal Services requests that the Council give authorization to the Mayor and staff to take the actions necessary to conduct a public hearing as soon as possible regarding the sale or conveyance of city property located at Bel-Aire Division No. 3, Lots 1, 2, and 3 inclusive, Block 16; and Lot 1, Block 17, in the W1/2NE1/4 of Section 17, Township 2 North, Range 38, E.B.M or take other action deemed appropriate.

Description, Background Information & Purpose

This property was donated to the City in January 2016. The Municipal Services and Parks and Recreation departments have determined this property is no longer needed and recommend the sale or conveyance of this real property within the appraised market value. The Notice of Public Hearing will be published on Sunday, April 10, 2022. The Public Hearing will be scheduled for Thursday, April 28, 2022, 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 sell or convey the property to a tax supported governmental unit pursuant to §50-1403(4).

Alignment with City & Department Planning Objectives



This request supports the good governance community-oriented result by providing sound fiscal management to surplus property that is no longer needed for city operations.

Interdepartmental Coordination

Parks and Recreation concurs with the recommendation to surplus this property.

Fiscal Impact

Not applicable.

Legal Review

The City Attorney concurs that the desired Council action is within State Statute.

Memorandum

File #: 21-455

City Council Meeting

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Monday, March 21, 2022
DEPARTMENT: Parks & Recreation

Subject

Lease Agreement between the City of Idaho Falls and the Snake River BMX Association.

Council Action Desired

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

The Parks and Recreation Department respectfully requests City Council approval and authorization for the Mayor and City Clerk to execute said lease agreement between the City of Idaho Falls and the Snake River BMX Association.

Description, Background Information & Purpose

This lease agreement allows for the Snake River BMX Association to lease a designated area on the Sandy Downs property for their program operations. The term of this agreement will be five years from 2022 through 2027.

Alignment with City & Department Planning Objectives



This agreement supports the Community-Oriented Results by creating a Livable Community that offers residents diverse options for recreational programming and venues.

Interdepartmental Coordination

n/a

Fiscal Impact

This agreement would allow revenue collection by the City of Idaho Falls from the Snake River BMX Association in the amount of one dollar (\$1) per paid competitor, user, and spectator at each event.

Legal Review

The City Attorney's Office has prepared this agreement.

**LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO
AND SNAKE RIVER BMX ASSOCIATION, INCORPORATED**

THIS LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND SNAKE RIVER BMX ASSOCIATION, INCORPORATED ("AGREEMENT"), made this _____ day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, 308 Constitution Way, Idaho Falls, Idaho 83405 ("CITY"), and SNAKE RIVER BMX ASSOCIATION, INCORPORATED, whose mailing address is P.O. Box 2076, 83403 Idaho Falls, Idaho ("SRBMX").

WITNESSETH:

WHEREAS, SRBMX has been operating for more than 35 years; and

WHEREAS, SRBMX offers all ages a place to ride BMX bikes and race; and

WHEREAS, SRBMX is a non-profit 501(c)(3) corporation; and

WHEREAS, SRBMX has an interest in the continued maintenance and improvements at Sandy Downs ("Facility") in addition to continuing SRBMX's success.

WHEREAS, SRBMX will agree to cover all maintenance and upkeep of the track and property at the Facility; and

WHEREAS, SRBMX will need no staffing from CITY to execute its events; and

WHEREAS, SRBMX provides reveal bikes and helmets so that every person can safely come ride and race; and

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

1. **TERM.** The term of this Agreement shall be a total of five (5) years from _____, 2022, through _____, 2027.
2. **WAIVER OF SPECIAL EVENT FEE.** CITY hereby agrees that it shall not charge SRBMX CITY's special event fee because other payments contained in this AGREEMENT are hereby deemed sufficient to offset costs associated with events promoted by SRBMX at the Facility.
3. **PAYMENT TO CITY.** SRBMX shall pay to CITY, a one-dollar (\$1) per paid competitor, user, and spectator at each event. Such payment shall be made to CITY on or before 5:00 p.m. local time, within ten (10) business days following the completion of any SRBMX event where participation or admission is charged. SRBMX shall keep accurate records of all sales, admissions, and vehicle admissions during each event, and shall submit such records with its payment to CITY on or before the date such payment is to be made to CITY. SRBMX shall make such records

available to CITY for review/observation/inspection upon request, and shall allow inspection of SRBMX operations and activities during such dates. Any CITY review/observation/inspection of SRBMX records and/or operations shall not unreasonably interfere with SRBMX operations or activities during an event.

4. **ALCOHOL SALES.** Where alcohol sales are associated with an event, SRBMX shall pay an additional three percent (3%) of gross alcohol sales to CITY. Such payment shall be made in the same as other payments in this AGREEMENT.

5. **SPECIAL CONDITIONS.** During the race season, SRBMX shall continue to be responsible for Facility preparations and Facility maintenance to the practice arena on the south-east side of the track; cleaning up the Facility after each event; and promoting and conducting of all SRBMX use and events. SRBMX may also provide portable toilets to supplement the restroom facilities. SRBMX shall be allowed to install temporary signage to be placed at the Facility at its own expense. No electrical, flashing or marquee signage which require an electrical source shall be allowed. The temporary signage may be up for no more than nine (9) months. SRBMX shall be responsible for the construction, maintenance, and replacement of all temporary signage. SRBMX must obtain necessary sign permits as required by law, and shall also conform the sign to the requirements set by the City Code of Idaho Falls. The signage shall be constructed and placed in a manner which will not damage existing structures or property.

CITY shall be responsible for providing electrical services to the Facility, as well as water to the Facility (limited by water rights).

6. **CONCESSIONS AND ALCOHOL SALES.** During every event, all concessions and/or stands shall have a health certificate from Idaho Department of Health and Welfare, Region 7, on file with CITY on or before seven (7) days of sales of such concession and/or stand. No alcohol shall be sold without first obtaining an alcohol sales permit from the Clerk at least seven (7) days before such sale. SRBMX shall also ensure that all applicable laws and regulations applicable to alcohol sales shall be fully complied with during its events.

7. **INDEMNIFICATION AND LIABILITY INSURANCE.**

(a) **General Insurance.** SRBMX agrees to defend, indemnify and hold harmless CITY from any and all claims, expenses, damages, liabilities, or costs arising from any negligent act or fault of SRBMX or its agents or employees. SRBMX further agrees to procure and maintain liability insurance from a licensed, reputable insurance company, insuring SRBMX and CITY against loss by reason of any such occurrence on the Leased Properties in the amount of not less than the greater of (1) five hundred thousand dollars (\$500,000) single limit liability for death or personal injury and one hundred thousand dollars (\$100,000) for property damage or, (2) the amount set forth in Idaho Code Section 6-924 as currently in force or as subsequently amended. CITY shall be named insured under any such insurance policy.

(b) **Liquor Liability Insurance.** If SRBMX desires to legally serve and/or to allow the legal consumption of alcohol at any time during the term of this AGREEMENT, SRBMX shall furnish to Clerk, a current certificate of insurance evidencing alcohol liability insurance coverage that specifically includes assault and battery coverage, not less than thirty (30) days in advance of

service or allowing service of alcohol, for not less than the following limits of liability:

Each Occurrence Limit for Liquor Liability	\$1,000,000
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Additionally, SRBMX shall serve alcohol only pursuant to its alcohol license or SRBMX shall employ a licensed caterer to dispense any alcohol sold, or otherwise dispensed during the term of the AGREEMENT. Both SRBMX and CITY shall receive a certificate of insurance from SRBMX or any alcohol or liquor vendor. CITY shall be a named insured on the liquor liability policy, and its assault and battery coverage.

8. **AGREEMENT TO DEFEND, HOLD HARMLESS, AND TO INDEMNIFY.** SRBMX, through its duly and specifically authorized agents, hereby releases CITY from any and all liability; and agrees, contracts, and covenants not to bring suit; and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SRBMX's own agents, officers, employees, and representatives to which SRBMX might otherwise be immune, arising from each event, except for claims arising out of or based upon the sole negligent, intentional acts of CITY.

SRBMX shall pay CITY for any damages to CITY property that occurs during each event during the term of this AGREEMENT, including damage to CITY facilities.

Additionally, SRBMX shall pay any fines, or other legal or administrative penalties that arise out of any event, and/or out of any activities of SRBMX, its customers, contractors, subcontractors, representatives, guests, invitees, participants, vendors, agents, and the like.

9. **VENDORS.** SRBMX agrees to provide to CITY Parks and Recreation Department staff, at its Recreation Center Office, a list of all vendors who will be participating in the events. A copy of a mobile food vendor license for each such vendor shall be filed with the Parks and Recreation Department staff not less than seven (7) business days in advance of such vending by vendor.

10. **VENUE AND JURISDICTION.** 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 of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

11. **REMEDIES AND DISPUTES.** Any and all claims, disputes, or controversies arising under, out of, or in connection with this AGREEMENT, which the parties hereto shall be unable to resolve within sixty (60) days, shall be mediated in good faith by the parties.

12. **SEVERABILITY.** The provisions of this AGREEMENT are severable. In the event any provision shall be determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

13. **NO JOINT VENTURE AND NO JOINT POWERS.** Nothing in this AGREEMENT shall be construed as creating a joint venture partnership or agency relationship between the parties.

14. **COMPLIANCE WITH APPLICABLE STATE OR FEDERAL LAWS.** This AGREEMENT is performed in Idaho Falls, Bonneville County, Idaho, and is subject to all applicable federal and state laws, statutes, codes, and any and all applicable permits, ordinances, rules, orders, and regulations of any local or state government authority having or asserting jurisdiction.

15. **NON-DISCRIMINATION.** SRBMX shall not discriminate against any member or applicant for membership on the basis of race, color, religion, creed, political ideals, sex, age, marital status, sexual orientation, gender identity/expression, physical or mental handicap, or national origin.

16. **ENTIRE AGREEMENT.** This writing evidences the final and complete agreement between the parties regarding its subject matter, and no other prior statement, representation, or understanding shall be binding upon the parties unless expressly set forth herein.

Dated this _____ day of _____, 2022.

ATTEST:

CITY OF IDAHO FALLS

By _____
Kathy Hampton, City Clerk

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

SNAKE RIVER BMX

By _____
Casey Christensen, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, 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 IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared _____, whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same.

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:_____

Proposed BMX Location at Sandy Downs



Memorandum

File #: 21-452

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, March 18, 2022
DEPARTMENT: Idaho Falls Power

Subject

IFP 22-08 17th St and Woodruff Project- Bluelake Utility Services, LLC

Council Action Desired

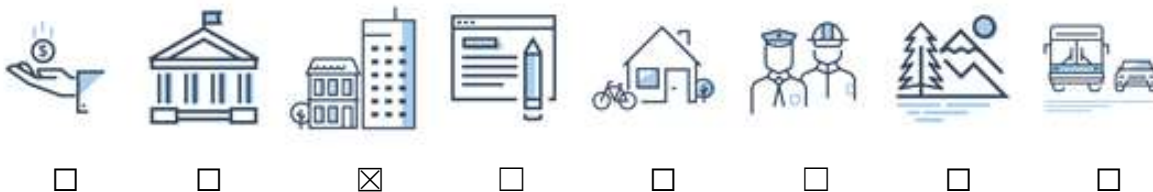
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc)

Approve this bid award to Bluelake Utility Services, LLC of Nampa, Idaho for a not-to-exceed amount of \$390,500.00 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified contractors to underground IFP power lines for the Public Works 17th and Woodruff road and intersection road widening project. Three bids were received with Bluelake Utility Services, LLC being the lowest responsive, responsible bidder. The base bid is \$355,000.00 with a ten percent (10%) contingency of \$35,500 for a total cost of \$390,500.00.

Alignment with City & Department Planning Objectives



This action supports our readiness for managed, well-planned growth and development, and ensures that community infrastructure meets current and future needs. This action also supports the growth and reliability elements of the IFP Strategic Plan.

Interdepartmental Coordination

Legal Services and Public Works concur that this agreement is appropriate.

Fiscal Impact

Funding to support the utility work in this agreement is included in the Idaho Falls Power 2021/22 CIP Budget.

Legal Review

Legal has reviewed and approved this agreement.

Idaho Falls Power

Bid Tabulation

Project: 17th and Woodruff Line Move
Submitted: Nikki Bradford, IFP Administration Assistant

Number: IFP 22-08
Date: March 3, 2022

	Bidder		Bidder		Bidder		Bidder	
		Arco Electric	Blue Lakes		Wheler Electric			
		Total Amount	Total Amount		Total Amount		Total Amount	
		\$1,456,140	355,000		\$1,077,025			
	Acknowledgement of Addendums 1, 2 and 3	Yes	Yes		Yes			
	Yes/No							
	Bid Bond	Yes	Yes		Yes			
Project: IFP 22-08								
Recommended award								
\$								

Nikki Bradford

Stacy Morgan

STB

2604 MW
9100

Capital

Construction

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

2022 IFP 17th-Woodruff Line Move - Project No. IFP 22-08

This Agreement is by and between **Idaho Falls Power** ("Owner") and Bluelake Utility Services, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Installation of conduit for electrical and fiber systems and installation of fiber optic cable as specified.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of conduit for electrical and fiber systems and installation of fiber optic cable as shown on the design drawings.

ARTICLE 3—ENGINEER

- 3.01 The Owner is also the ("Engineer") IFP will designate an employee to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract for this project concurrent with the notice to proceed.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **45** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **45** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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

1. *Substantial Completion:* Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$ 355,000.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—6.05 **CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).

- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings listed on the attached sheet index.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPMC Division 100 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

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

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

Idaho Falls Power
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Rebecca L. Noah Casper
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Designated Representative:

Name: Stephen Boorman, PE
(typed or printed)

Title: AGM
(typed or printed)

Address:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Phone: 208-612-8444

Email: sboorman@ifpower.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Bluelake Utility Services, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 3/29/22
(date signed)

Name: Matthew White
(typed or printed)

Title: VP OF OPERATIONS
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

224 Carnation

Nampa, ID 83687

Designated Representative:

Name: Matt Heath
(typed or printed)

Title: Owner
(typed or printed)

Address:

224 Carnation

Nampa, ID 83687

Phone: 254-258-0784

Email: mheath@bluelakeutilityservices.com

License No.: 036186-AAA-4
(where applicable)

State: Idaho

Memorandum

File #: 21-453

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Friday, March 18, 2022
DEPARTMENT: Idaho Falls Power

Subject

IFP 22-10 Westside Substation Relays and Racking - Electrical Power Products, Inc.

Council Action Desired

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

Approve this bid award to Electrical Power Products, Inc. of Des Moines, Iowa for a not-to-exceed amount of \$131,230.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified contractors to provide Schweitzer relays and racking and also the wiring of the relays. There were two bids received with Electrical Power Products, Inc. being the lowest responsive, responsible bidder.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by upgrading substation equipment, ensuring long-term reliability. This action also addresses a threat component of aging infrastructure identified in the IFP Strategic Plan.

Interdepartmental Coordination

Legal Services concurs this action is appropriate.

Fiscal Impact

This agreement is included in the Idaho Falls Power 2021/22 CIP budget.

Legal Review

Legal Services has reviewed and approved this agreement.

Idaho Falls Power						
Project: Westside Substation Relays and Racking			Number: IFP 22-10			
Submitted: Richard Malloy			Date: March 7, 2022			
Bid Tabulation						
	Description	Estimated Quantity	Unit	Bidder: Schweitzer Engineering Laboratories	Bidder: Electrical Power Products	
	Provide Schweitzer relays and racking and wiring of relays	One project		\$135,290	Total Amount	
					\$131,230	Total Amount
Recommended award				Electrical Power Products		
					\$	131,230.00

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Idaho Falls dba Idaho Falls Power (Owner) and
Electrical Power Products (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. IF 22-10 Relays and relay racking for the Idaho Falls Power Westside Substation.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

2.02 Contract Documents Defined

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

- 1. This Contract.
- 2. ~~Performance bond.~~
- 3. ~~Payment bond.~~

RECEIVED

MAR 09 2022

Electrical Power Products, Inc.

2020 ISPWC 00522

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and American Society of Civil Engineers. All rights reserved. Page 1 of 14

4. Specifications listed as Substation Relay Panel Spec 2.0 (acknowledgment of comply or not comply with each section must be completed and submitted with the bid document).
5. Drawings as supplied by HDR Engineering
6. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **HDR Engineering**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The term of this Contract shall commence from the date of execution by all parties and shall **terminate on July 25, 2022**
- B. Contractor agrees to complete the work within the time specified herein and to accept as full payment for all work, materials or services rendered on or delivered to the Project, an amount determined by the unit price method set forth in the Contract Documents and the Proposal, or the lump sum amount set forth in the Proposal. All deliverables contemplated in the Proposal and the Contract Documents shall be completed and delivered by July 25th, 2022.

~~4.02 Liquidated Damages~~

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the lump sum price..

ARTICLE 6 - BONDS AND INSURANCE

~~6.01 Bonds~~

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

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.02 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.03 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.04 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.05 Record Documents

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

7.06 Shop Drawings, Samples, and Other Submittals

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

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

7.07 Warranties and Guarantees

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

7.08 Correction Period

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

7.09 Indemnification

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

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

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

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

~~11.01 Differing Conditions Process~~

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

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

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

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

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

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

13.02 Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Applications for Payments:

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

~~14.02 Retainage~~

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

14.03 Review of Applications

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

14.04 Contractor's Warranty of Title

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

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

14.05 Substantial Completion

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

14.06 Final Inspection

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

14.07 Final Payment

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

14.08 Waiver of Claims

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

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

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

15.03 Owner May Terminate for Convenience

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

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

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

15.04 Contractor May Stop Work or Terminate

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

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

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

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Liquidated Damages

- A. The product supplied under this contract is critical to Idaho Falls Power in the restoration of the Westside Substation and other contractors who will require these racks for installation. Idaho falls Power will have liabilities and obligations to others should these relay racks not be delivered in a usable condition on the date specified in the contract. Therefore, the contractor acknowledges that a reasonable remuneration to Idaho falls Power shall be \$1000 per day after the date upon which the relay racks under this contract are specified to be received by Idaho Falls Power. The Liquidated Damages shall be capped at 10% of the contract price.

17.03 Limitation of Damages

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

17.04 No Waiver

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

17.05 Survival of Obligations

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

17.06 Contractor's Certifications

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

17.07 Controlling Law

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

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Non-discrimination

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

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

This Contract will be effective on 3/9/22 (which is the Effective Date of the Contract).

OWNER:

City of Idaho Falls

By: _____

Title: Rebecca L. Noah Casper, Mayor

Attest: _____

Title: _____

Address for giving notices:

Idaho Falls Power

P.O. Box 50220

Idaho Falls, ID 83405-0220

CONTRACTOR:

Electrical Power Products Inc.

By: Taylor J. Bianchi

Title: President

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

Attest: Taylor J. Bianchi

Title: Contract Admin.

Address for giving notices:

4240 Army Post Rd.

Des Moines IA 50321

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of

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

2020 ISPCW 00522

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

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*authority to sign and resolution or other documents
authorizing execution of this Contract.)*

$EP^2 \equiv (QA)^2$

March 5, 2022

City of Idaho Falls
Purchasing Department
308 Constitution Way
Idaho Falls, ID 83402
Attention: Richard Malloy

Re: Westside Substation
EP² Quote No. 33611

Dear Mr. Malloy,

We are pleased to offer the following proposal:

1. Six (6) Relay Panels-----	\$ 127,888.00
2. Freight-----	\$ 3,342.00
3. Total Quoted Price-----	\$ 131,230.00

COMMERCIAL COMMENTS

1. No sales or use taxes are included in the price.
2. Shipment of the equipment will be by truck to Idaho Falls, ID; freight prepaid and included in the total price. Shipping price is based on all equipment shipping at the same time and to the same location.
3. Electrical Power Products will be responsible for developing the following drawings:
 - a. Structural
 - b. Bill of Material
4. Others will be responsible for developing the following drawings:
 - a. Layout/Cutout
 - b. AC/DC Schematics
 - c. Wiring Diagrams
 - d. Nameplate List
5. Delivery of the equipment will be fifteen to sixteen (15-16) weeks ARO. If an improved delivery is desired, please contact us.



Electrical Power Products, Inc.
4240 Army Post Road ■ Des Moines, Iowa 50321
(515) 262-8161 ■ Fax (515) 262-9461

$EP^2 \equiv (QA)^2$

6. Off-loading and installation by others.
7. Our standard payment terms are net thirty (30) days.
8. **EP²** does not accept credit card payments for projects over two thousand, five hundred dollars (\$2,500.00).
9. The price is firm and valid for sixty (60) days.
10. Electrical Power Products' Limited Warranty is included with our proposal package and shall apply to this project.
11. In compliance with the requirements of NERC CIP-013 Cyber Security Supply Chain Risk Management, **EP²** will not modify any network capable asset, such as a protective relay, server or network switch, unless a modification is requested by an authorized employee of the customer or their agent and agreed to by both **EP²** and the customer. This includes, but is not limited to, firmware updates, configuration settings, software installations and security updates. All network capable assets will be delivered with standard firmware, software and settings as delivered to **EP²** by the manufacturer of the asset, unless a change is requested as previously described. The customer shall be responsible for ensuring that all network capable assets specified are compliant with NERC CIP-013 Cyber Security Supply Chain Risk Management requirements and the customer's own cybersecurity requirements.

TECHNICAL COMMENTS

1. A copy of our Bill of Material is included with the proposal package.
2. All style numbers followed by an asterisk (*) on the Bill of Material represent style numbers or quantities that were not specified, incorrect, or obsolete. Either Electrical Power Products or the manufacturer/vendor chose style numbers or quantities for each of these items. Any changes made to the style numbers or quantities may reflect a change in the proposal price.
3. The Bill of Material was quoted per the layout drawings and material list provided with the request for quote only.
4. Our price includes one (1) hardcopy and one (1) CD copy of the instruction manuals. Please note that some equipment manufacturers provide CD manuals in lieu of hardcopy manuals. If CD's are provided by the manufacturer, **EP²** will provide a copy of the CD with the instruction manual set.



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

(515) 262-8161 ■ Fax (515) 262-9461

$$EP^2 \equiv (QA)^2$$

EXCEPTION

1. **EP²** takes exception of there being no cap on the Liquidated Damages. **EP²** will accept a cap of 10%.
2. **EP²** takes exception to Article 6, 6.01, A, 2&4. **EP²** has not visited the site or studied the reports on the subsurface.

Please visit the **EP²** web site at www.ep2.com. The site presents details about our staff & capabilities.

Customers are always welcome for inspection trips to Electrical Power Products with prior notice.

We appreciate the opportunity to present this proposal.

If there are any questions, please contact me.

Sincerely,

Jeff Bianchi
Project Estimator
Electrical Power Products
4240 Army Post Road
Des Moines, Iowa 50321
(515)-262-8161
jbianchi@ep2.com



Electrical Power Products, Inc.
4240 Army Post Road ■ Des Moines, Iowa 50321
(515) 262-8161 ■ Fax (515) 262-9461

Memorandum

File #: 21-464

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, March 23, 2022
DEPARTMENT: Public Works

Subject

State Local Agreement and Resolution with the Idaho Transportation Department (ITD) for the 17th St, 1st St and Lincoln Road X-Walks.

Council Action Desired

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

Approval of the State Local Agreement and Resolution with ITD for 17th St, 1st St, and Lincoln Road X-Walks and authorization for Mayor and City Clerk to sign the documents or take other action deemed appropriate.

Description, Background Information & Purpose

Attached for your consideration is a State Local Agreement for design and construction with ITD to improve pedestrian safety along 17th Street, 1st Street and Lincoln Road. Proposed work includes the installation of thermoplastic stop bars and crosswalks on all cross-street approaches. ADA upgrades will also be made to several locations.

Alignment with City & Department Planning Objectives



This agreement supports the community-oriented results of reliable public infrastructure and transportation by enhancing usability and safety on these roadways.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The total cost of the project is anticipated to be \$342,830.00. This agreement requires city financial contribution toward the project with a match rate of 7.34% for an estimated total of \$25,163.75 of which approved in-kind work is planned

to be provided and credited. The city is not required to make a deposit prior to the start of project development

Legal Review

The Agreement has been reviewed by the City Attorney.

**STATE/LOCAL AGREEMENT
LHSIP - ROAD SAFETY**

**PROJECT NO. A022(416)
17TH ST, 1ST ST & LINCOLN RD X-WALKS
IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 22416**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF IDAHO FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LSHIP) Project with Federal-Aid Project No. A022(416) and Key No. 22416, described as a Road Safety Audit (RSA). The project will be developed by Sponsor's Consultant. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Securing the services of a consultant for the work must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL TERMS

1. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** cost for development of the project is \$10,000.
2. The Sponsor's match for this project will be provided as cash in the amount of 7.34 percent of the entire project (current **estimate** \$25,164).
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. **Sufficient Appropriation.** It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be utilized by the Sponsor and Consultant on this project.
2. Upon receipt of appropriate documentation showing expenditure of funds for this project, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
3. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed

with federal funds for project development.

4. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State the sum of **ZERO DOLLARS (\$0)**, estimated to be the total expense to the State for this project. These funds will be credited towards the Sponsor's match on the project. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
2. With the assistance of the State, secure the services of a consultant through written agreement to conduct and prepare the Road Safety Audit Final Report.
3. Make timely payment of all consultant invoices throughout the development of the project. Upon completion of the Road Safety Audit, submit to the State copies of all allowable consultant invoices and receipts showing payment of same.
4. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
5. Upon completion of the project, provide the following to the State:
 - a. written notification of completion of the project,
 - b. provide the final Road Safety Audit Report along with the written response to its findings from the local agency/jurisdiction,
 - c. two hard copies of the Road Safety Audit Report and written response to its findings, and
 - d. an electronic copy of the Road Safety Audit and the local agency/jurisdiction written response to the report findings.
6. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI

of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

7. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.
8. Comply with all other applicable State and Federal regulations.

(This space intentionally left blank)

EXECUTION

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor and Council, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction & Operations

ATTEST:

CITY OF IDAHO FALLS

Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

cf: 22416 SLA Con HSIP

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF IDAHO FALLS, hereafter called the CITY, for construction of 17th St, 1st St & Lincoln Rd X-Walks, Idaho Falls; and

WHEREAS, the STATE is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the STATE involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The STATE can only pay for work associated with the State Highway system; and

WHEREAS, the CITY is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A022(416) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 22416
 Project No: A022(416)
 Project Name: 17th St, 1st St and Lincoln Rd X-Walks
 Sponsor: Idaho Falls (Bonneville County)

Description of work: Improve pedestrian safety along 17th St, 1st St, and Lincoln Rd. Thermoplastic stop bars and crosswalks will be installed on all cross-street approaches. ADA upgrades will also be made to several locations in

Date of State/Local Agreement for Project Development: 5/7/2021

TOTAL ESTIMATED COST OF CONSTRUCTION Includes E&C	\$266,257		
APPROVED FORCE ACCOUNT WORK	\$66,573		
PLUS PE BY STATE (from 2101)	\$1,000		
PLUS PL BY LHTAC (from 2101)	\$9,000		
PLUS PC (from PC Agreements)	\$0	FEDERAL	LOCAL
MINUS ALL NON-PARTICIPATING	\$0		
PARTICIPATING TOTAL	\$342,830		
MATCH PERCENTAGES		92.66%	7.34%
PERCENTAGE AMOUNTS		\$317,666.65	\$25,163.75
MINUS FEDERAL MAXIMUM		\$0	
ADD OVERAGE (If Any To Local)		317,667	\$0
LOCAL SHARE OF CONSTRUCTION AMOUNT			\$25,164

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)			\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)			\$1,000
MINUS APPROVED FORCE ACCOUNT WORK (From above)			\$66,573
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL			\$0
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>			
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>			
<i>(Amounts must be supported by District Records Inspector Audit)</i>			
CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS			-\$42,409

Construction Estimate (CN):	\$214,723.40	Program Funds	
Non-Bid Items :	\$0.00	CE:	\$1,000.00
Contingencies (5%):	\$10,736.00	CL:	\$9,000.00
Const Engineering (CE&I 14%):	\$30,061.00	CC:	\$29,000.00
Const Admin (CL 4.5%):	\$9,663.00	Contingency:	\$10,000.00
Const Admin (CE .5%):	\$1,074.00	CN:	\$218,000.00
TOTAL CN ESTIMATED COST	\$266,257.40	CN & CE ITIP	\$267,000.00

Difference: \$742.60

Comments \$17,897 in adjustments comes from \$16,897 in-kind plus \$1,000 match from PD agreement

Design Agreement Administrator: Amanda LaMott, P.E.

Resident Engineer: Kevin Kuther, P.E.

PREPARED BY: Ryan Rush Date: 3/8/2022

ATTACHMENT 1

1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Memorandum

File #: 21-465

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, March 24, 2022
DEPARTMENT: Public Works

Subject

Proposal Award - Micro-Transit Pilot Project

Council Action Desired

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

Approve the proposed contract between the City of Idaho Falls and Downtowner Holdings LLC and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Proposals for a turn-key operation to design, launch, operate, market, and maintain a demand response rideshare service pilot project were received and evaluated; through a competitive process Downtowner Holdings LLC's proposal was accepted. The purpose of the proposed contract award is to enter a contract with Downtowner Holdings LLC to perform these actions as outline above.

Alignment with City & Department Planning Objectives



This request conforms with community-oriented results of a livable community and reliable public transportation.

Interdepartmental Coordination

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

Fiscal Impact

This pilot project is federally funded and requires no financial contribution by the City of Idaho Falls.

Legal Review

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

2022-033

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE
CITY OF IDAHO FALLS, IDAHO, AND DOWNTOWNER HOLDINGS, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND DOWNTOWNER HOLDINGS, LLC (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (“City”), and Downtowner Holdings, LLC, a Florida Limited liability Company, LLC, 210 NE 4th Ave, Delray Beach FL 33483 (“CONTRACTOR”).

WHEREAS, CITY desires to implement a flexible public transportation microtransit service pilot project that provides on-demand/all-in-one services to the general public in Idaho Falls; and

WHEREAS, CITY issued a RFP # IF-22-02 on December 22, 2021, inviting the public to submit proposals to provide a turnkey service, to include all necessary technology, labor, and vehicles for complete operations management for microtransit service; and

WHEREAS, CONTRACTOR’s proposal was evaluated as the highest scoring proposal; and

WHEREAS, CONTRACTOR desires to provide all described elements of such a microtransit service within the City of Idaho Falls service area.

NOW THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I. SCOPE OF WORK

CONTRACTOR shall provide all services, technology, labor, marketing, and vehicles necessary to develop and implement a flexible public transit service pilot project in the form of a on-demand microtransit service (“Microtransit Services”). CONTRACTOR shall provide Microtransit Services to the general public within the geographic limits of the City of Idaho Falls, Idaho. Microtransit Services completed by the CONTRACTOR shall include the following:

A. Service Area

1. CONTRACTOR’s service area shall include the geographic limits of CITY. All passenger trips shall begin and end within the service area. The service area may, from time to time, be expanded through annexation undertaken pursuant to the requirements in the Idaho Code. In addition, the parties may from time to time administratively expand the service area through mutual written agreement.

2. CONTRACTOR shall schedule Microtransit Services six (6) days per week for fourteen (14) hours per day. The parties may, from time to time, administratively adjust this schedule by mutual written agreement.

B. Customer Service – CONTRACTOR’s Microtransit Services shall include the following customer service characteristics:

1. A local field manager who shall be identified to CITY who shall coordinate customer support locally in the Idaho Falls geographic area.
2. CONTRACTOR shall provide timely and responsive customer support, including to users and to CITY. This customer service shall be available during all hours of operation.
3. CONTRACTOR shall provide reasonable accommodations, consistent with the Americans with Disabilities Act, to users of the Microtransit Services. Reasonable accommodations under this Agreement include, but are not limited to, to door-to-door assistance upon user request. Specifically, CONTRACTOR shall ensure that CONTRACTOR or CONTRACTOR’s employees or agents shall assist users who request accommodation or assistance from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle. CONTRACTOR shall provide accommodations which include helping disabled users to enter and exit the vehicle, assisting with bags and with stairs, as necessary. Permitting users to travel with a service animal also shall constitute a reasonable accommodation.
4. CONTRACTOR shall hire, train, and supervise all vehicle operators. CONTRACTOR shall also ensure all vehicle operators and vehicles are appropriately licensed and in compliance with all applicable laws and regulations, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement.” CONTRACTOR shall provide all vehicle operators with training on serving and accommodating persons with disabilities prior to engaging in work. Disability training shall include training on how to accommodate users with oxygen assistance devices and how to load and unload an oxygen assistance device. CONTRACTOR shall conduct a background check on all vehicle operators that is at least as restrictive as the requirements in Idaho Falls City Code § 4-15-16.
5. CONTRACTOR shall provide to CITY current versions of its employment policies, including its drug and alcohol policy and background check policy. CONTRACTOR shall ensure that its drug and alcohol policy (testing policy) complies with all FTA requirements, including 49 CFR Part 655.

C. Level of Service

1. CONTRACTOR shall meet the following level of service parameters (as indicated in the table below) ninety-five percent (95%) of the time. CONTRACTOR shall provide a monthly level of service parameters report to CITY for all items listed in the table below.

ITEM	DESCRIPTION	Level of Service
Average wait time	Amount of time between service request and service provision	10 minutes
Average trip time	Amount of time between pick up and drop off.	15 minutes
System Uptime	Uptime of website and app	98%
Customer service	Question/complaint response	24 hours
Safety	Accident/incident reports	In the event of injury or police involvement, report within 24 hours
Missed trips	Percent of trips missed	No more than 0.5 percent missed trips

The parties may, from time to time, administratively adjust these level of service parameters, after considering demand and other key variables, by written agreement.

2. Individual wait times shall not exceed thirty (30) minutes. CONTRACTOR shall provide an expedited report when the total level of service includes more than five percent (5%) of wait times that exceed thirty (30) minutes.
3. CONTRACTOR shall provide the vehicle fleet necessary for the Microtransit Services. The fleet shall include, at a minimum, four (4) vehicles in service at all times. CONTRACTOR shall add addition vehicles if necessary to meet the above level of service parameters. CONTRACTOR shall ensure that the vehicles fleet is maintained, cleaned, stored, and fueled. The parties may, from time to time, administratively adjust the minimum vehicle service levels.
4. Each vehicle shall have a minimum capacity for four (4) adult passengers with seat belts.
5. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip-dispatching platform.

6. All vehicles shall be equipped with a dash camera. In addition, if CONTRACTOR accepts cash, voucher, token, punch cards, or similar physical fees, all vehicles shall include a cash box camera.
 7. CONTRACTOR shall provide equivalent wheelchair accessible vehicle services upon user request. CONTRACTOR shall either provide an entire vehicle service fleet that is wheelchair-accessible, or ensure that a portion of the fleet be wheelchair accessible vehicles and that there is always a sufficient number of wheelchair accessible vehicles available during service hours to deliver the target level of service as required under this Agreement.
 8. CONTRACTOR may, at CITY's request, be required by CITY to affix or attach signage or advertisements on the interior and exterior of the vehicles. In addition, CITY may require CONTRACTOR to provide or display brochures, pamphlets, or leaflets. CITY may also require CONTRACTOR to install interior physical or electronic displays. CONTRACTOR shall not attach signage or advertisements to the interior or exterior of the vehicle without CITY's written consent and approval.
- D. Software – CONTRACTOR shall create and maintain a software platform that provides automated scheduling and dispatching of transportation services. The software shall allow customers to book trips, cancel trips, pay for trips, request assistance, ask questions, make complaints, request refunds, or receive general support. CONTRACTOR shall also provide a telephone-based “dial-a-ride” option that provides an alternative, equitable method for the public to have access to Microtransit Services provided by CONTRACTOR. Telephone-based options shall not require internet or smartphone for the general public to access Microtransit Services provided by CONTRACTOR. In addition, the software shall include the following components, at a minimum:
1. Compatibility with General Transit Feed Specifications datasets (GTFS-Flex).
 2. An administrative portal to CITY that shall provide to CITY, on demand, comprehensive, real-time performance data collection dashboard. The data collection dashboard shall include, at a minimum, metrics on ridership, customer service and satisfaction, and financial performance. The parties may, from time to time, administratively adjust the metrics to be included on the data collection dashboard by mutual written agreement.
 3. A smartphone user app that is compatible with both iOS and Android.
 4. An electronic fare payment system that is compliant with Title VI of the Civil Rights Act of 1964.
 5. The ability to clearly display for a user the fee cost of trip in advance of booking the trip.

6. The ability to clearly display or describe to the user the vehicle or vehicle information so that a user can clearly identify the Mircotransit Service vehicle prior to booking a trip.
7. The ability to coordinate passenger pre-registration, scheduling, and dispatch processes for paratransit vehicles and services.
8. The ability to apply different rate structures based on rider characteristics or qualifications (i.e., persons with disabilities, elderly, students, veterans, etc.).
9. The ability to request a wheelchair accessible vehicle on-demand.

E. Microtransit User Fees

1. User fees for Microtransit Service shall be set by CITY, from time to time. User fees shall be remitted back to CITY without deduction.
2. CONTRACTOR shall ensure that gratuities, tips, or donations shall in no way be solicited by the CONTRACTOR or its drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.

F. Program Management

1. CONTRACTOR shall have the primary responsibility to market Mircotransit Services to be provided under this Agreement. However, the parties shall cooperate and agree to any marketing or promotion prior to marketing deployment.
2. CITY shall have the right to independently market or post information about the Mircotransit Service provided under this Agreement.
3. CONTRACTOR shall routinely collaborate with the City of Idaho Falls Transit Coordinator, the Idaho Transportation Department, the Greater Idaho Falls Transit Service (GIFT), and the Bonneville Metropolitan Planning Organization on an as needed basis. CONTRACTOR shall, upon request, make additional coordination efforts with the City of Idaho Falls Transit Coordinator.
4. CONTRACTOR shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement. CONTRACTOR shall be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and the Federal Executive Order on Environmental Justice.

5. In addition to any other reporting requirement in this Agreement, CONTRACTOR shall submit a monthly report, due at the end of each month, which shall include the following at a minimum:
- a. Days of operation;
 - b. Unlinked passenger trips, including ADA unlinked trips;
 - c. Passenger miles traveled;
 - d. Peak number of transportation units operating;
 - e. Actual odometer/transportation unit miles;
 - f. Actual revenue miles per transportation unit miles;
 - g. Actual transportation unit hours;
 - h. Actual transportation unit revenue hours;
 - i. Unique rider accounts;
 - j. Percentage of rides shared;
 - k. Wait times, to include average wait times, mean wait times, and outliers;
 - l. Ride times to include average ride times, mean ride times, and outliers;
 - m. Experience ratings;
 - n. Wheelchair rides;
 - o. No shows;
 - p. Percentage of rides more than five (5) minutes outside informed timing;
 - q. Breakdown of rides per fare group;
 - r. Self-identified ADA, senior citizen, student, veteran ride numbers, and ride data.

The parties may, from time to time, administratively agree to change the items to be included in the monthly reports required under this paragraph by written agreement.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be one million five hundred twenty-three thousand five hundred dollars (\$1,523,500), to be divided as follows:
 - a. Setup costs in the not to exceed amount of sixty one thousand, three hundred eighty five dollars (\$61,385). Setup costs include all costs associated with operations and software setup. CITY shall have the option of requiring CONTRACTOR to install bicycle racks on the vehicles. In the event that CITY requires bicycle racks, the total setup costs under this agreement shall be increased by the actual cost of installing the bicycle racks up to an not to exceed amount of one thousand dollars (\$1,000) per vehicle.
 - b. Fixed costs in the not to exceed amount of six hundred sixty six thousand two hundred sixty seven dollars (\$666,267) to be paid in equal payments on Months 1, 4, 7, and 10 of the Agreement. Fixed costs under this Agreement shall include costs for onsite management, vehicle leases, insurance, maintenance, cleaning, storage, staffing, dispatch, vehicle devices and technology, and all other program management and software cost. In the event that CITY provides CONTRACTOR with vehicle parking spaces, the total fixed cost shall be reduced by twenty-four thousand dollars (\$24,000).
 - c. Variable costs invoiced each month of service at the total vehicle hours at the hourly rate of \$25.08 an hour, up to an not to exceed amount of six hundred seventy-five thousand seven hundred eleven dollars (\$675,711). Total vehicle hours shall only include time that a vehicle is ready and capable of providing transportation service. CONTRACTOR shall not invoice for vehicle hours where the vehicle was undergoing maintenance, refueling/recharging, or being stored.

- d. Fuel costs at the actual cost incurred, up to an not to exceed amount of one hundred twenty thousand one hundred thirty-seven dollars (\$120,137), without written approval.
3. Payment is due upon receipt of CONTRACTOR's statement(s). An estimated invoice schedule appears below.

Invoice Date	Setup Cost	Fixed Cost	Estimated Variable Cost	Estimated Fuel Cost	Total
Contract signing	\$61,385	\$0	\$0	\$0	\$61,385
Month 1	\$0	\$166,566.75	\$0	\$0	\$166,566.75
Month 2	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 3	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 4	\$0	\$166,566.75	\$56,309.25	\$10,011.42	\$232,887.42
Month 5	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 6	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 7	\$0	\$166,566.75	\$56,309.25	\$10,011.42	\$232,887.42
Month 8	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 9	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 10	\$0	\$166,566.75	\$56,309.25	\$10,011.42	\$232,887.42
Month 11	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 12	\$0	\$0	\$56,309.25	\$10,011.42	\$66,320.67
Month 13	\$0	\$0	\$56,309.25	\$10,011.38	\$66,320.63
Total	\$61,385	\$666,267	\$675,711	\$120,137	\$1,523,500

The parties acknowledge that while this table includes an estimate of monthly variable and fuel costs, CONTRACTOR shall invoice variable and fuel costs in accordance with this Agreement. CONTRACTOR's invoices shall note how many hours were charged at the variable rate and shall include the actual fuel costs.

C. Term of Agreement.

This Agreement shall become effective upon signature. This Agreement shall expire on March 1, 2023. The parties agree that the Agreement shall automatically renew for another one (1) year term, for a maximum five (5) year period (2028), unless either party has notified the other in writing on or before February 28 of the expiring year. Within thirty (30) days of the automatically renewed term, the parties shall meet and agree to an updated estimated variable and estimated fuel costs for the renewed term.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR.

CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONTRACTOR shall agree upon a start date. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for the Microtransit Service pilot project.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. Fund Availability.

Financial obligations of CITY, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement contemplates CITY utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

F. CONTRACTOR's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

G. CONTRACTOR's Insurance.

CONTRACTOR shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability

Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

The Comprehensive Automobile Liability required under this section shall have, at a minimum, combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the CONTRACTOR has no owned automobiles, the requirements of this Section shall be met by each employee of the CONTRACTOR providing services to CITY under this Agreement.

CONTRACTOR's insurance shall be endorsed to include CITY and CITY's employees, elected officials, and officers as additional insureds.

H. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

J. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR. In addition, through this Agreement, CITY and CONTRACTOR agree that CITY shall own all electronic data collected by CONTRACTOR in providing the Microtransit Services in the Scope of Work. All electronic data collected by CONTRACTOR in providing the Microtransit Services under this Agreement shall be delivered to CITY upon request. CONTRACTOR shall not sell or distribute the electronic data collected under this Agreement.

Nothing in this section shall be constructed to entitle CITY to any materials, software, or data not collected pursuant to this Agreement that are owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

N. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

O. No Exclusive Relationship Created.

Nothing in this Agreement shall be interpreted or constructed to create an exclusive relationship with CONTRACTOR. Nor shall this Agreement be interpreted to bestow upon CONTRACTOR any exclusive right to provide Microtransit Services for CITY.

P. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical,

or mental handicap, gender identity/expression, sexual orientation, or national origin. In addition, CONTRACTOR shall not discriminate against any Microtransit Services user 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

“CITY”

City of Idaho Falls, Idaho

“CONTRACTOR”

Downtowner Holdings, LLC

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

By _____
Travis Gleason, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, 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, 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 _____)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Travis Gleason, known or identified to me to be the Manager of Downtowner Holdings, LLC, 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 Downtowner Holdings, LLC.

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: _____

File #: 21-460

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, March 23, 2022
DEPARTMENT: Public Works

Subject

Bid Award - Idaho Falls Community Policing Facility

Council Action Desired

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

Approve the plans and specifications, award to the lowest responsive, responsible bidder, Ormond Builders as the apparent low responsive bid at \$23,827,176.00 base bid with the Bid Alternate #1 at \$20,400.00 and unit cost #1 (removal of Unsuitable Materials) at \$40.00/cy and unit cost #2 (Rock Removal) at \$115.00/cy and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Wednesday, March 23, 2022, bids were received and opened for the Idaho Falls Community Policing Facility project. A tabulation of bid results is attached. The purpose of the proposed bid award is to enter into a contract with the lowest bidder to perform the construction of the Idaho Falls Community Policing Facility.

Alignment with City & Department Planning Objectives



This project supports the community-oriented result of safe and secure community and economic growth and vibrancy by providing for a new Idaho Falls Community Policing Facility intended to meet the needs of the Idaho Falls Police Department for decades to come.

Interdepartmental Coordination

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

Fiscal Impact

Sufficient funds have been budgeted and a Certificate of Participation has been approved which will provide adequate funding for this project.

Legal Review

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

2-38-18-4-OTH-2020-09
2022-030

BID TABULATION

NBW Project No.: 20016
Project Name: Idaho Falls Community Policing Facility
Project Manager: Geoff Nielson

City of Idaho Falls
BID DATE: March 23, 2022
BID TIME: 2:00 p.m.

BIDDERS	BID BOND	SIGNATURES	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	ADDENDUM 4	BASE PROPOSAL	ALTERNATE #1	TOTAL		UNIT PRICE #1	UNIT PRICE #2	SUBCONTRACTORS		
													Plumbing	HVAC	Electrical
Bateman - Hall Construction							Declined to Bid		\$0.00						
C & H Construction							Declined to Bid		\$0.00						
Construction Solutions Company							Declined to Bid		\$0.00						
ESI Construction							Declined to Bid		\$0.00						
Headwaters Construction							Declined to Bid		\$0.00						
Ormond Builders, Inc	X	X	X	X	X	X	\$23,827,176.00	\$20,400.00	\$23,847,576.00	\$40.00	\$116.00	Upstream Plumbing	Lewis Corp	Arco Electric	
Valley Design & Construction	X	X	X	X	X	X	\$23,348,000.00	\$24,000.00	\$23,372,000.00	\$400.00	\$200.00	Bingham Mechanical	Lewis Corp	Non-Responsive	
							\$0.00		\$0.00						
Engl/Architect Est							\$23,420,443.00	\$13,596.00	\$23,434,039.00	\$60.00	\$250.00				
							\$0.00		\$0.00						
							\$0.00		\$0.00						

Memorandum

File #: 21-456

City Council Meeting

FROM: Randy Fife
DATE: Monday, March 21, 2022
DEPARTMENT: City Attorney

Subject

Amendment to Council member Election Ordinance

Council Action Desired

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

Approve the Ordinance amending City Code Title 1, Chapter 6 to conform Council candidate petition requirements with the Idaho Code 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 request that it be read by Title: or reject the Ordinance: or take other action deemed appropriate).

Description, Background Information & Purpose

This Ordinance conforms City Code Council elections with Idaho Code Title 50, Chapter 4 by reducing the number of registered qualified electors accompanying a Council candidate's petition from not more than forty (40) to not less than five (5).

Alignment with City & Department Planning Objectives



Promotes good governance by creating consistent regulations.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

None.

Legal Review

Drafted and reviewed by City Attorney's Department.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 1, CHAPTER 6, TO ALIGN REQUIREMENTS FOR COUNCIL MEMBER ELECTION PETITIONS WITH IDAHO CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, elections for Council members are governed by Idaho Code Title 34, Title 50, Chapter 4, and Idaho Falls City Code Title 1, Chapter 6; and

WHEREAS, in order to promote good governance and harmony between State and local laws, Council is of the opinion that changes in the manner of Council member election requirements should be made; and

WHEREAS, this Ordinance aligns City Code Council member petition requirements with the Idaho Code.

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

SECTION 1: Title 1, Chapter 6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

1-6-11: INCUMBENTS; MULTIPLE DECLARATIONS PROHIBITED: Any person who is a member of the Council at the time their Declaration of Candidacy is filed shall seek election only for the ~~council~~ Council seat for which they were previously elected or appointed. A candidate for election may not seek election for more than one seat at any general election.

1-6-12: ELECTIONS AND PETITIONS FOR NOMINATION: All elections shall be non-partisan in nature and shall be conducted in the manner provided in Chapter 4, Title 50, Idaho Code. Candidates for election to the Council shall be nominated by petition in the manner provided by law and in accordance with this Chapter. ~~The number of qualified electors required to sign a petition shall be one (1) per each one hundred (100) population or fraction thereof, but in no event more than forty (40). A qualified elector may sign no more than one nominating petition for any council seat up for election. Any such duplicate signature shall be void for all petitions signed in violation of this section.~~

...

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 and Effective Date. 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 not less than thirty (30) days following 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 _____, 2022.

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; AMENDING TITLE 1, CHAPTER 6, ALIGNING REQUIREMENTS FOR COUNCIL MEMBER ELECTION PETITIONS WITH IDAHO CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

KATHY HAMPTON, CITY CLERK

(SEAL)

Memorandum

File #: 21-466

City Council Meeting

FROM: Michael Kirkham, Assistant City Attorney
DATE: Thursday, March 24, 2022
DEPARTMENT: City Attorney

Subject

Public Hearing for increase of fees to the March 2022 Fee Schedule

Council Action Desired

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

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

Description, Background Information & Purpose

The Office of the City Attorney respectfully requests that the Mayor and Council conduct a public hearing for the addition of certain fees to the City's fee schedule and approve the corresponding resolution. The Public Hearing has been scheduled for Thursday, March 31, 2022 at 7:30 pm in the City Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho. The hearing is required pursuant to Idaho Code §50-1002. The Notice of Public Hearing for the fee schedule was published on Sunday, March 20, 2022 and Sunday, March 27, 2022.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Legal, Municipal Services, Airport, and Parks have participated in this fee resolution.

Fiscal Impact

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

currently provided.

Legal Review

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

CITY OF IDAHO FALLS - FEE CHANGES

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover new services provided by City of Idaho Falls or for increased costs to services currently provided

Source of Fees	Current Fees	New Fees
AIRPORT FEES		
Badge Fees		
Fingerprinting - CHRC		\$40.00
SIDA Badge		\$50.00/year – 2year max
AOA Badge		\$40.00/year – 1year max
Lost Badge Replacement		\$100.00/instance
Reprint Fee		\$15.00
Renewal Fee		
AOA		\$20.00
SIDA		\$30.00
MUNICIPAL SERVICES		
Dockless Bikeshare Business		
License Renewal		\$30
PARKS AND RECREATION		
Golf Division		
Short Course Green Fee	\$4.00	\$5.00
Junior Green Fee		\$15.00
Cemetary		
Niche Wall		
Rose Hill Cemetary Niche Wall Space		\$600.00
Fielding Cemetary Niche Wall Space		\$500.00
Perpetual Niche Wall Space Fee		\$100.00

Public comment on these proposed changes will be received at a public hearing at 7:30 pm on Thursday, March 31, 2022 in the City Council Chambers located at 680 Park Avenue, Idaho Falls, Idaho.

/s/Kathy Hampton
City Clerk

Published March 20 and 27, 2022 (PR10553-214043)

RESOLUTION NO. 2022-

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 – March 2022, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees on April 1, 2022.
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 _____, 2022.

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	3
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
7. Badge Fees	
a. Fingerprinting – CHRC	\$40.00
b. SIDA Badge	\$50.00/year – 2year max
c. AOA Badge	\$40.00/year – 1year max
d. Lost Badge Replacement	\$100.00/instance
e. Reprint Fee	\$15.00
f. Renewal Fee	
i. AOA	\$20.00
ii. SIDA	\$30.00

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	\$6
ii. Street Map – 36” X 36”	\$5
iii. Street Map – 24” X 24”	\$3
iv. Subdivision Map – 42” X 36”	\$5
v. Aerial Map – 36” X 48”	\$12
vi. Aerial Map – 36” X 36”	\$9
vii. Aerial Map – 24” X 36”	\$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	\$0.50
ix. Print (Per Print More than 5) – 11” X 17”	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2
ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	
a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50

h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. 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.
b. Dockless Bikeshare Business License Renewal	\$30
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	
iv. Perpetual Grave Space Fee	\$175	
d. Niche Wall		
i. Rose Hill Cemetery Niche Wall Space	\$600.00	
ii. Fielding Cemetery Niche Wall Space	\$500.00	
iii. Perpetual Niche Wall Space Fee	\$100.00	
e. Additional Fees		
i.		
ii.		
iii.		
iv.		
v.		
vi. Cemetery Plot Ownership Certificate Fee	\$10	
vii. Deed Transfer Fee (\$10 for one \$40 max)	\$ 20 - \$40	
f. Additional Fees		
i. Cemetery Plot Ownership Certificate Fee	\$10.00	
ii. 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 own 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 Without Jersey \$87.26	City Resident \$74.74 Without Jersey \$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	City Resident \$55.66 Without Jersey

	Without Jersey \$64.10	\$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 own 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	City Resident

	\$193.87	\$172.36
3. 6-Month Senior	Non-Resident \$347.54	City Resident \$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	
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. Junior Green Fee	\$15
e. 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
f. 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
g. Junior Season Pass*	
i. Full-Time Junior*	\$303.26
ii. Part-Time Junior*	\$221.62
h. 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
i. 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
j. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
k. Medical Cart Usage Fee Yearly	\$248.34
l. 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
m. Short Course	
i. Green Fees	\$5
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
n. 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
o. Single Rider Cart Pass Annual	\$1,024.25
p. Two Rider (Family) Cart Pass Annual	\$1,318.20
q. Cart Pass 1 Rider 1 Course Annual	\$123.60
r. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
s. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5
t. 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.	
d.	
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 #: 21-449

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
DEPARTMENT: Community Development Services

Subject

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

Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Park Place Division No. 7 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept the Final Plat for Park Place Division No. 7 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Park Place Division No. 7 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for the Park Place Division No. 7. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan 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 the City Attorney pursuant to applicable law

Legend

















-  Park Place 7
- Street Names

-  City Limit

Overlays

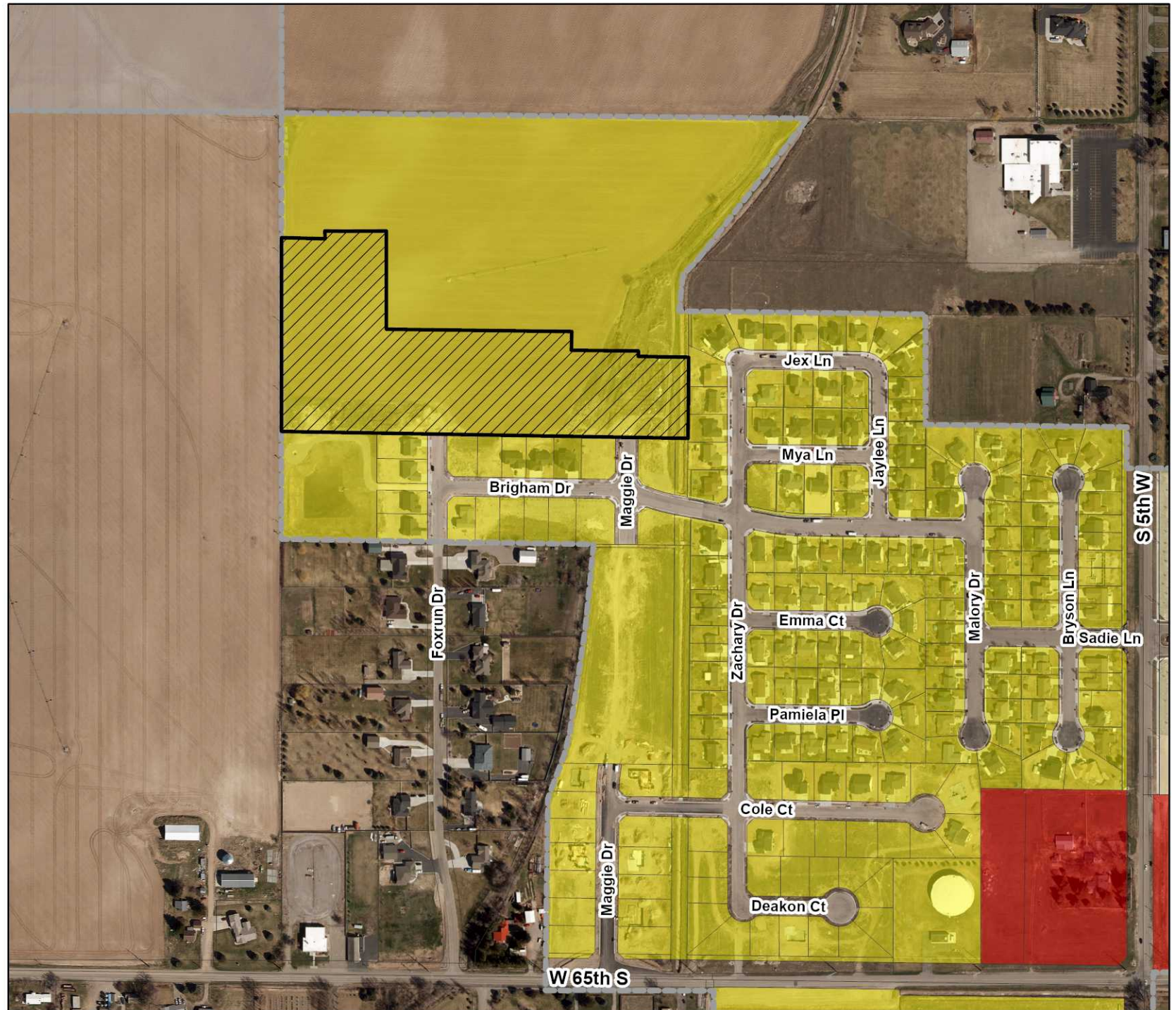
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-  PT&T-1
-  PUD
-  T-1
-  T-2

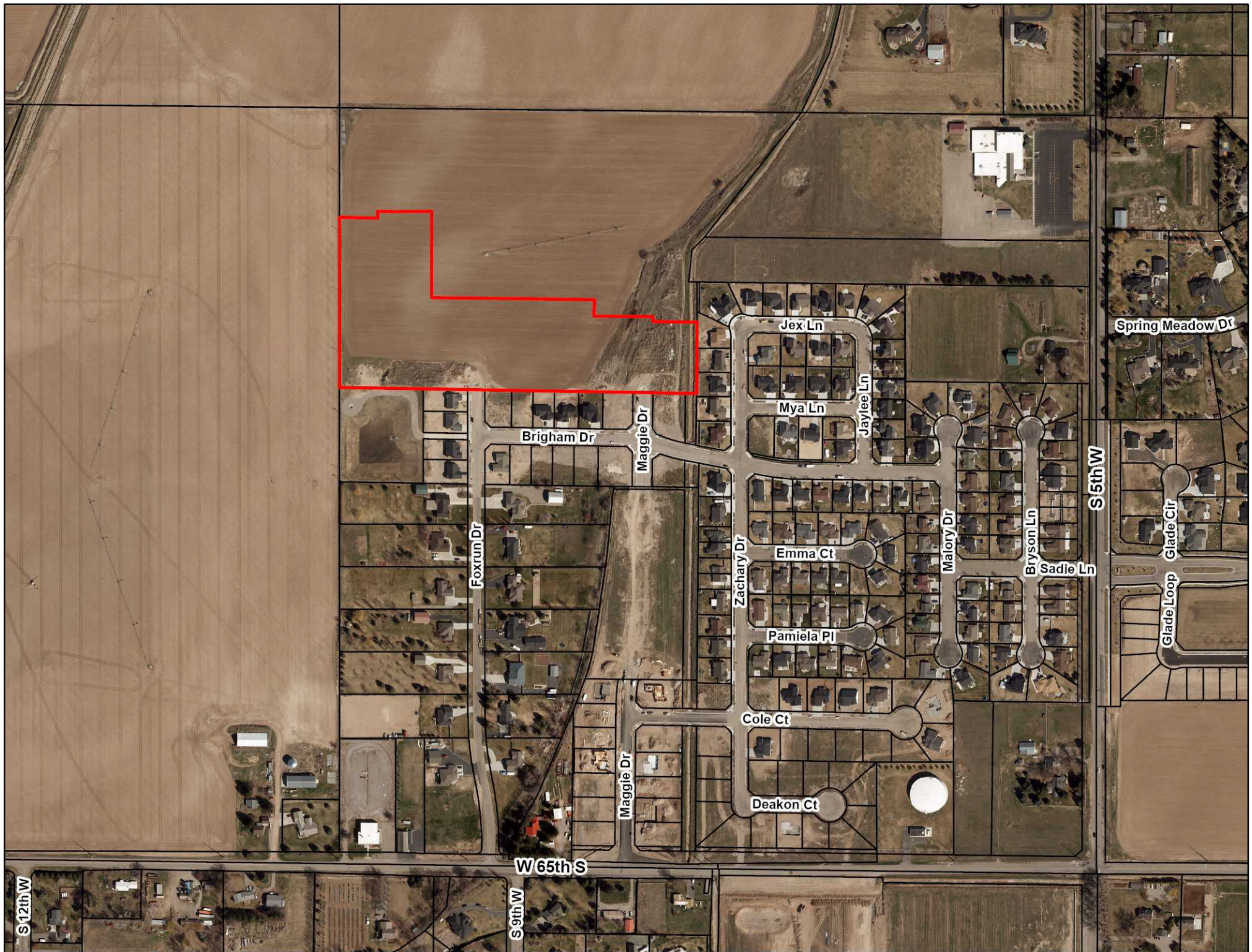
Zoning

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



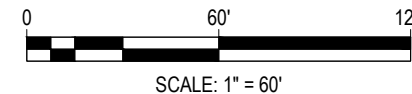
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





PARK PLACE DIVISION No. 7

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE
MERIDIAN
-2021-



C 1/4 COR SEC. 1
FOUND 5/8 REBAR W/ ALUMINUM CAP
CP&F INSTRUMENT NO. 1280851
PLS 8252

-UNPLATTED-

LEGEND



SET 5/8" REBAR WITH PLASTIC CAP - P. L.S. 12457
FOUND 5/8" REBAR WITH PLASTIC CAP - P. L.S. 12457
FOUND 1/2" REBAR WITH PLASTIC CAP - P. L.S. 12457
SET 1/2" REBAR WITH PLASTIC CAP - P. L.S. 12457

FOUND P.L.S.S. CORNER AS NOTED

INTERIOR LOT CORNER MONUMENTS 1/2" REBAR
WITH PLASTIC CAP MARKED P.L.S. 12457 TO BE SET
AT A FUTURE DATE AS DEFINED BY THE INTERIOR
MONUMENT COMPLETION CERTIFICATE

INTERIOR STREET INTERSECTION MONUMENTS 5/8" REBAR
WITH 2" ALUMINUM CAP MARKED P.L.S. 12457 TO BE SET AT A
FUTURE DATE AS DEFINED BY THE INTERIOR MONUMENT
COMPLETION CERTIFICATE

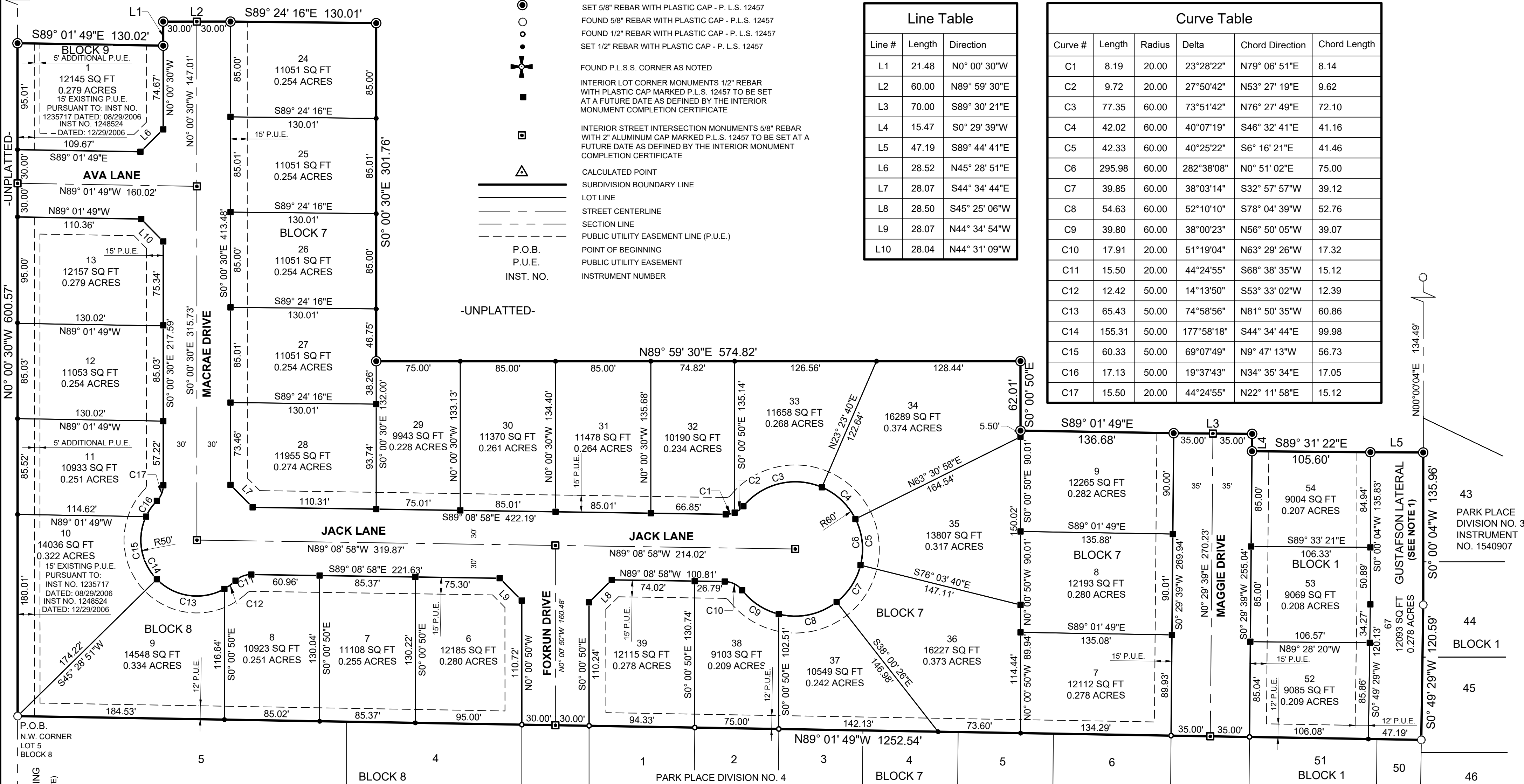
CALCULATED POINT
SUBDIVISION BOUNDARY LINE
LOT LINE
STREET CENTERLINE
SECTION LINE
PUBLIC UTILITY EASEMENT LINE (P.U.E.)
POINT OF BEGINNING
PUBLIC UTILITY EASEMENT
INSTRUMENT NUMBER

-UNPLATTED-

Line Table		
Line #	Length	Direction
L1	21.48	N0° 00' 30"W
L2	60.00	N89° 59' 30"E
L3	70.00	S89° 30' 21"E
L4	15.47	S0° 29' 39"W
L5	47.19	S89° 44' 41"E
L6	28.52	N45° 28' 51"E
L7	28.07	S44° 34' 44"E
L8	28.50	S45° 25' 06"W
L9	28.07	N44° 34' 54"W
L10	28.04	N44° 31' 09"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	8.19	20.00	23°28'22"	N79° 06' 51"E	8.14
C2	9.72	20.00	27°50'42"	N53° 27' 19"E	9.62
C3	77.35	60.00	73°51'42"	N76° 27' 49"E	72.10
C4	42.02	60.00	40°07'19"	S46° 32' 41"E	41.16
C5	42.33	60.00	40°25'22"	S6° 16' 21"E	41.46
C6	295.98	60.00	282°38'08"	N0° 51' 02"E	75.00
C7	39.85	60.00	38°03'14"	S32° 57' 57"W	39.12
C8	54.63	60.00	52°10'10"	S78° 04' 39"W	52.76
C9	39.80	60.00	38°00'23"	N56° 50' 05"W	39.07
C10	17.91	20.00	51°19'04"	N63° 29' 26"W	17.32
C11	15.50	20.00	44°24'55"	S68° 38' 35"W	15.12
C12	12.42	50.00	14°13'50"	S53° 33' 02"W	12.39
C13	65.43	50.00	74°58'56"	N81° 50' 35"W	60.86
C14	155.31	50.00	177°58'18"	S44° 34' 44"E	99.98
C15	60.33	50.00	69°07'49"	N9° 47' 13"W	56.73
C16	17.13	50.00	19°37'43"	N34° 35' 34"E	17.05
C17	15.50	20.00	44°24'55"	N22° 11' 58"E	15.12

H:\2021\ID-2910-2101 Park Place No. 7\Project Data\04 Survey\4.05 Survey CAD\ID-2910-2101_FP.dwg



CANAL RIGHT-OF-WAY

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

NOTES

- LOT 67 BLOCK 1 CONVEYED TO THE CITY OF IDAHO FALLS PURSUANT TO OWNERS DEDICATION ON SHEET 2 OF THIS PLAT
- TOTAL RIGHT-OF-WAY DEDICATED TO THE CITY OF IDAHO FALLS IS 2.420 ACRES

BASIS OF BEARING

THE BEARING ALONG THE WEST LINE OF SECTION 1 BETWEEN FOUND MONUMENTS SHOWN HEREON IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PARCEL OF LAND AS SHOWN. THE SOUTH LINE OF THIS SUBDIVISION WAS DETERMINED BY THE FOUND MONUMENTS ALONG THE NORTH LINE OF PARK PLACE DIVISION NO. 4, INSTRUMENT NO. 1592553. THE WEST LINE OF THIS SUBDIVISION WAS DETERMINED BY THE FOUND MONUMENTS ALONG THE MERIDIONAL CENTERLINE OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST AS SHOWN HEREON. THE NORTH LINE OF THE SUBDIVISION WAS DETERMINED BY THE DEVELOPMENT OF THE NEW LOTS AND STREETS SHOWN HEREON. THE EAST LINE OF THE SUBDIVISION WAS DETERMINED BY THE FOUND MONUMENTS ALONG THE WEST LINE OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907.

PARK PLACE DIVISION No. 7

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
PART OF THE SE 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE
MERIDIAN
-2021-

RECORDER’S CERTIFICATE

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

BONNEVILLE COUNTY RECORDER DATE

TREASURER’S CERTIFICATE

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

DATE: _____
BONNEVILLE COUNTY TREASURER

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

CITY’S ACCEPTANCE

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

MAYOR	CITY CLERK
CITY ENGINEER	CITY SURVEYOR
KENT J. FUGAL, PE 9247	KENNETH BALDWIN ROBERTS, PLS 9755

IRRIGATION WATER RIGHTS RELEASE

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

DATE: _____ INSTRUMENT NO. _____

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1,
TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED
BY A 1 INCH ALUMINUM CAP STAMPED PLS 827 AS SHOWN ON CORNER
PERPETUATION AND FILING, INSTRUMENT NO. 596400; THENCE ALONG THE
MERIDIONAL LINE OF SAID SECTION 1, NORTH 00°00'30" WEST 1669.93 FEET TO THE
NORTHWEST CORNER OF PARK PLACE DIVISION NO. 4, INSTRUMENT NO. 1592553,
BEING THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID MERIDIONAL
LINE, NORTH 00°00'30" WEST 600.57 FEET; THENCE SOUTH 89°01'49" EAST 130.02 FEET;
THENCE NORTH 00°00'30" WEST 21.48 FEET; THENCE NORTH 89°59'30" EAST 60.00
FEET; THENCE SOUTH 89°24'16" EAST 130.01 FEET; THENCE SOUTH 00°00'30" EAST
301.76 FEET; THENCE NORTH 89°59'30" EAST 574.82 FEET; THENCE SOUTH 00°00'50"
EAST 62.01 FEET; THENCE SOUTH 89°01'49" EAST 136.68 FEET; THENCE SOUTH
89°30'21" EAST 70.00 FEET; THENCE SOUTH 00°29'39" WEST 15.47 FEET; THENCE
SOUTH 89°31'22" EAST 105.60 FEET; THENCE SOUTH 89°44'41" EAST 47.19 FEET TO
THE WEST LINE OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907; THENCE
ALONG SAID WEST LINE, SOUTH 00°00'04" WEST 135.96 FEET; THENCE CONTINUING
ALONG SAID WEST LINE, SOUTH 00°49'29" WEST 120.59 FEET TO THE NORTHEAST
CORNER OF PARK PLACE DIVISION NO. 4, INSTRUMENT NO. 1592553; THENCE ALONG
THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 4, NORTH 89°01'49" WEST 1252.54
FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 11.002 ACRES, MORE OR LESS.

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333,
I CHRISTOPHER ADAMS, PLS 12457 CERTIFY THAT THE INTERIOR MONUMENTS
SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 ON OR
BEFORE OCTOBER 30, 2022.

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 P.L.S. NO. 12222

DRINKING WATER SYSTEM CERTIFICATE

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

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

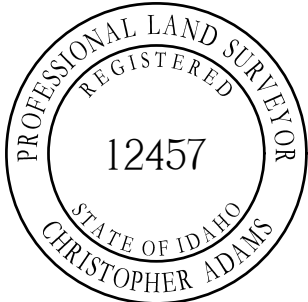
PARK PLACE JOINT VENTURE, LLC

BY: BV MANAGEMENT SERVICES, INC., AN
IDAHO CORPORATION, THE MANAGER

BY: _____
CORTNEY LIDDIARD, PRESIDENT

SURVEYOR’S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION,
DESIGNATED AS PARK PLACE DIVISION NO. 7, WAS MADE UNDER MY DIRECTION,
AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS
PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS
DESCRIBED HEREON.



OWNER’S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED PARK PLACE JOINT VENTURE, LLC AN IDAHO
LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY
DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS,
AND STREETS, WHICH PLAT SHALL HEREFTER BE KNOWN AS PARK PLACE DIVISION NO. 7, A SUBDIVISION OF THE
CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT OWNER DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL
STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO GRANTS, CONVEYS AND FOREVER
QUITCLAIMS TO THE CITY OF IDAHO FALLS, LOT 67, BLOCK 1, THAT OWNER ALSO DOES HEREBY GRANT AND
CONVEY ALL PUBLIC UTILITY EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC
UTILITY EASEMENTS AS SHOWN AND DESCRIBED HEREON.

OWNER OR ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE
WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS,
ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES,
BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS
INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER 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
_____, 202_____.

PARK PLACE JOINT VENTURE, LLC.,

BY BV MANAGEMENT SERVICES, INC AN
IDAHO CORPORATION, THE MANAGER

CORTNEY LIDDIARD, PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS.
COUNTY OF BONNEVILLE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID
STATE, PERSONALLY APPEARED CORTNEY LIDDIARD, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BV
MANAGEMENT SERVICES, INC., WHICH CORPORATION IS THE MANAGER OF PARK PLACE JOINT VENTURE, LLC, AND
THE MANAGER WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY’S NAME TO THE FOREGOING OWNER’S
DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED
THE SAME IN SAID LIMITED LIABILITY COMPANY’S NAME AS A PERSON AUTHORIZE TO BIND SUCH LIMITED LIABILITY
COMPANY.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING IN BONNEVILLE COUNTY, IDAHO
COMMISSION EXPIRATION DATE: _____

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STAFF REPORT

Final Plat Park Place, Division No. 7 March 31, 2022



Community
Development
Services

Applicant: Horrocks Engineering

Project Manager: Kerry Beutler

Location: Generally North of Brigham Dr, East of S 15th W, South of W 49th S, West of S 5th W

Size: Approx. 11 acres

Residential Lots: 31

Canal lot: 1

Density: 3.87 units per acre

Allowed Density: 6 units per acre

Existing Zoning: R1

North: R1

South: R1

East: R1

West: County A-1

Existing Land Uses:

Site: Vacant

North: Agricultural

South: Residential

East: Residential

West: Agricultural

Future Land Use Map:

Suburban

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **recommend** approval the final plat for Park Place, Division No. 7

History: An amended preliminary plat was approved for this area on March 2, 2021. The original plat, approved in 2005, had expired.

Staff Comments: The property is zoned R1. The final plat includes 31 residential with one canal lot on the east side of the plat. The canal lot is proposed to be dedicated to the city. This is the same that has been done with previous phases of Park Place. This canal alignment is not currently part of the Connecting Our Communities plan but dedicating the canal lot will allow for future access and pathway designation in this area. This part of the city is underserved with regard to proximity and access to parks and pathway connections.

The density allowed in a R1 zone is 6 units per net acre. The developer is proposing 3.8 units per net acre. The proposed lot layout meets the minimum requirements of the R1 Zone and subdivision ordinance. The lot layout is also consistent with the approved preliminary plat, attached.

Division 7 includes the extension of Maggie Dr., a 70-foot-wide residential collector. The subdivision has been laid out in order to convey the residential traffic to Maggie Drive, with connection to 65th South and discourage the use of Fox Run Drive. A portion of Maggie Drive between this division and 65th South has not yet been completed preventing traffic to use Maggie Drive as the main access in and out of the subdivision. This portion of Maggie Drive is part of the Park Place Division 6 and is actively being worked on by the developer. City Council approved the Division 6 on June 10, 2021. The developer just needs to complete the final technical corrections to the improvement drawings so that the plat can be recorded, and construction begun.

All other roads in this division will be local streets. The division also includes a stub road for potential future development to the west.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

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

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

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

Subdivision Ordinance:

Section 10-1-9A

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

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

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

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	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.

(Ord. 3218, 9-13-18)(Ord. 3310, 6-18-20)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

July 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Margaret Wimborne, Gene Hicks, George Morrison.

MEMBERS ABSENT: Natalie Black

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, 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: Wimborne moved to approve the Minutes from July 6, 2021, Denney seconded the motion and it passed unanimously.

Business:

6. PLAT 21-024: FINAL PLAT. Final Plat for Park Place Division No. 7:

Applicant: Justin Scott, Horrocks Engineers, 2194 Snake River Parkway, Idaho Falls, Idaho. Scott is presenting the Final Plat for Park Place Division No. 7. Scott stated that this plat includes 31 lots, with one being along the Gustafson Canal, access from Fox Run Drive and Maggie Drive, and the plan is turn over the canal lot to the City to be used for a future pathway. Scott stated that the same thing was done on Park Place Division No. 4, so the developer is continuing the same pattern.

Dixon asked if the access to the drainage basin/park is a couple houses down off Fox Run. Scott showed that it is south of Jack Lane in the SW corner of Division 7. Dixon asked about Division 4 and if that is the part to the south on Maggie Drive and whether that will be developed first. Scott indicated that Park Place Division 6 is in works with the staff and getting reviewed and has been approved through City Council. Scott stated that the plan is to get that one done first and completed prior to Division 7.

Hicks asked how the subdivision is being laid out in a way to convey the traffic to Maggie Drive, even though it is connected to Fox Run Drive. Hicks asked what the driving force is to send traffic to Maggie Drive rather than Fox Run. Scott stated that this has been part of the discussions with Park Place Division No. 4, that south of this area Fox Run turns into a county road and so Maggie Drive is being set up as the main residential collector for the development for future growth to the north. Scott indicated that the idea is to direct people towards Maggie Drive and future development going north will encourage people towards Maggie and away from the county road.

Dixon explained that because Maggie is wider than the average City road (70') there will be the desire to go to Maggie, with easier turning on and off of York because it is at the top of the hill rather than the bottom of the hill, but some traffic will still go down to the County road.

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

Romankiw moved to recommend to the Mayor and City Council approval of the Final Plat for Park Place Division No. 7, Denney seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.

Miscellaneous: Beutler presented that they are reaching out to the community through another survey is on Imagine.IF and has been getting good feedback, and they sent a personal invite to the 300 emails and have currently 175 responses. Beutler indicated that the survey will have a close date of August 14. Beutler stated that August 27 they will be holding a public open house to come back to the community with display boards listing action items that they heard from the public and make sure that the public felt heard and that the City is addressing the concerns correctly. Beutler stated that they still want the plan complete and to the Commission in October. Beutler asked if there could be a second work session in August on the 17th or if another day would work better. Beutler will have Ann Peterson send out a survey to find a good date for Commissioners to meet and have a work session.

Comprehensive Plan Update.

Next meeting possibly August 17, 2021.

Dixon adjourned the meeting at approximately 10:00 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF PARK PLACE, DIVISION NO. 7, LOCATED GENERALLY NORTH OF BRIGHAM DR, EAST OF S 15TH W, SOUTH OF W 49TH S, WEST OF S 5TH W

WHEREAS, the applicant filed an application for a final plat on May 28, 2021; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 31, 2022; 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 11 acre parcel located generally North of Brigham Dr, East of S 15th W, South of W 49th S, West of S 5th W
3. The property is zoned R1.
4. The plat includes 31 residential lots, all of which meet the minimum standards for the R1 Zone.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
PARK PLACE DIVISION NO. 7

This DEVELOPMENT AGREEMENT PARK PLACE DIVISION NO. 7 ("AGREEMENT"), made this _____ day of _____, 2022, 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 PARK PLACE JOINT VENTURE, LLC., an Idaho limited liability company ("DEVELOPER"), whose mailing address is P.O. Box 51298, Idaho Falls, Idaho 83405.

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the

Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

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

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

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

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

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

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

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

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

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

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the

approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

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

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed

pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

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

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

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from

acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision 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 contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred

from such property and that all liens and assessments of such water delivery entity have been satisfied and 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. 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:

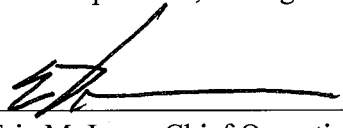
CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

PARK PLACE JOINT VENTURE, LLC.,
an Idaho limited liability company

By: BV Management Services Inc.,
an Idaho corporation, Manager

By 
Eric M. Isom, Chief Operations Officer

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, 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.

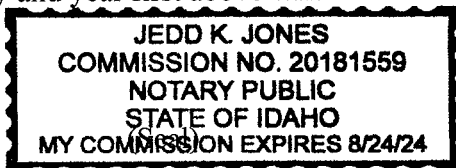
(Seal)

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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 3 day of March, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Eric M. Isom, known or identified to me to be the Chief Operations Officer of BV Management Services, Inc., which corporation is the Manager of Park Place Joint Venture, LLC., and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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



Jedd Jones
Notary Public of Idaho
Residing at: Bonneville County
My Commission Expires: 8/24/24

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

PARK PLACE DIVISION NO. 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1 INCH ALUMINUM CAP STAMPED PLS 827 AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 596400; THENCE ALONG THE MERIDIONAL LINE OF SAID SECTION 1, NORTH 00°00'30" WEST 1669.93 FEET TO THE NORTHWEST CORNER OF PARK PLACE DIVISION NO. 4, INSTRUMENT NO. 1592553, BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID MERIDIONAL LINE, NORTH 00°00'30" WEST 600.57 FEET; THENCE SOUTH 89°01'49" EAST 130.02 FEET; THENCE NORTH 00°00'30" WEST 21.48 FEET; THENCE NORTH 89°59'30" EAST 60.00 FEET; THENCE SOUTH 89°24'16" EAST 130.01 FEET; THENCE SOUTH 00°00'30" EAST 301.76 FEET; THENCE NORTH 89°59'30" EAST 574.82 FEET; THENCE SOUTH 00°00'50" EAST 62.01 FEET; THENCE SOUTH 89°01'49" EAST 136.68 FEET; THENCE SOUTH 89°30'21" EAST 70.00 FEET; THENCE SOUTH 00°29'39" WEST 15.47 FEET; THENCE SOUTH 89°31'22" EAST 105.60 FEET; THENCE SOUTH 89°44'41" EAST 47.19 FEET TO THE WEST LINE OF PARK PLACE DIVISION NO. 3, INSTRUMENT NO. 1540907; THENCE ALONG SAID WEST LINE, SOUTH 00°00'04" WEST 135.96 FEET; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00°49'29" WEST 120.59 FEET TO THE NORTHEAST CORNER OF PARK PLACE DIVISION NO. 4, INSTRUMENT NO. 1592553; THENCE ALONG THE NORTH LINE OF SAID PARK PLACE DIVISION NO. 4, NORTH 89°01'49" WEST 1252.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.002 ACRES

EXHIBIT "B"

SPECIAL CONDITIONS PARK PLACE DIVISION NO. 7

S.C. 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Six Thousand Two Hundred Dollars \$6,200.00 (31 lots zoned residential at \$200 per lot); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 620.00
May 1, 2022	\$1,395.00
August 1, 2022	\$1,395.00
November 1, 2022	\$1,395.00
February 1, 2023	\$1,395.00
 TOTAL	 \$ 6,200.00

S.C. 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Two Thousand Eight Hundred Three Dollars and Seventy-Four cents \$2,803.74 (373,832 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this AGREEMENT	\$ 280.37
May 1, 2022	\$ 630.85
August 1, 2022	\$ 630.84
November 1, 2022	\$ 630.84
February 1, 2023	\$ 630.84
 TOTAL	 \$ 2,803.74

S.C. 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and location directed by CITY Engineer.

S.C. 4.00 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. 5.00 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 Seven Hundred Sixty-Five Dollars and Seventy-Six Cents (\$16,765.76) (6928 square yards at \$2.42 per square yard). CITY shall use such

payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 6.00 Construction of Water Lines. CITY acknowledges that an 8-inch water line is adequate to serve this Subdivision; however, sound planning requires construction of a larger diameter water main line to serve properties adjacent thereto. DEVELOPER agrees to design and construct 12-inch diameter ductile iron water line in the following streets; 147 linear feet in Fox Run drive, 340 linear feet in Jack Lane and 483 linear feet in Macrae Drive, inclusive of associated valve(s), within the street right-of-way, all as shown on the Improvement Plans. Subject to the limitations set forth in this AGREEMENT, CITY agrees to reimburse DEVELOPER for that portion of the material costs of constructing such 12-inch diameter water line, including valve(s), which exceeds the material costs for constructing an 8-inch diameter water line.

S.C. 7.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy.

Memorandum

File #: 21-450

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
DEPARTMENT: Community Development Services

Subject

Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat.

Council Action Desired

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

1. Accept the Final Plat for Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

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

Description, Background Information & Purpose

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for the Lorin C. Anderson Addition, Division No. 1, Fifth Amended Plat. The Planning and Zoning Commission considered this item at its January 4, 2022, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan 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

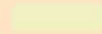





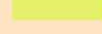

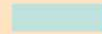


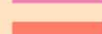
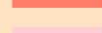



This application has been reviewed by the City Attorney pursuant to applicable law.

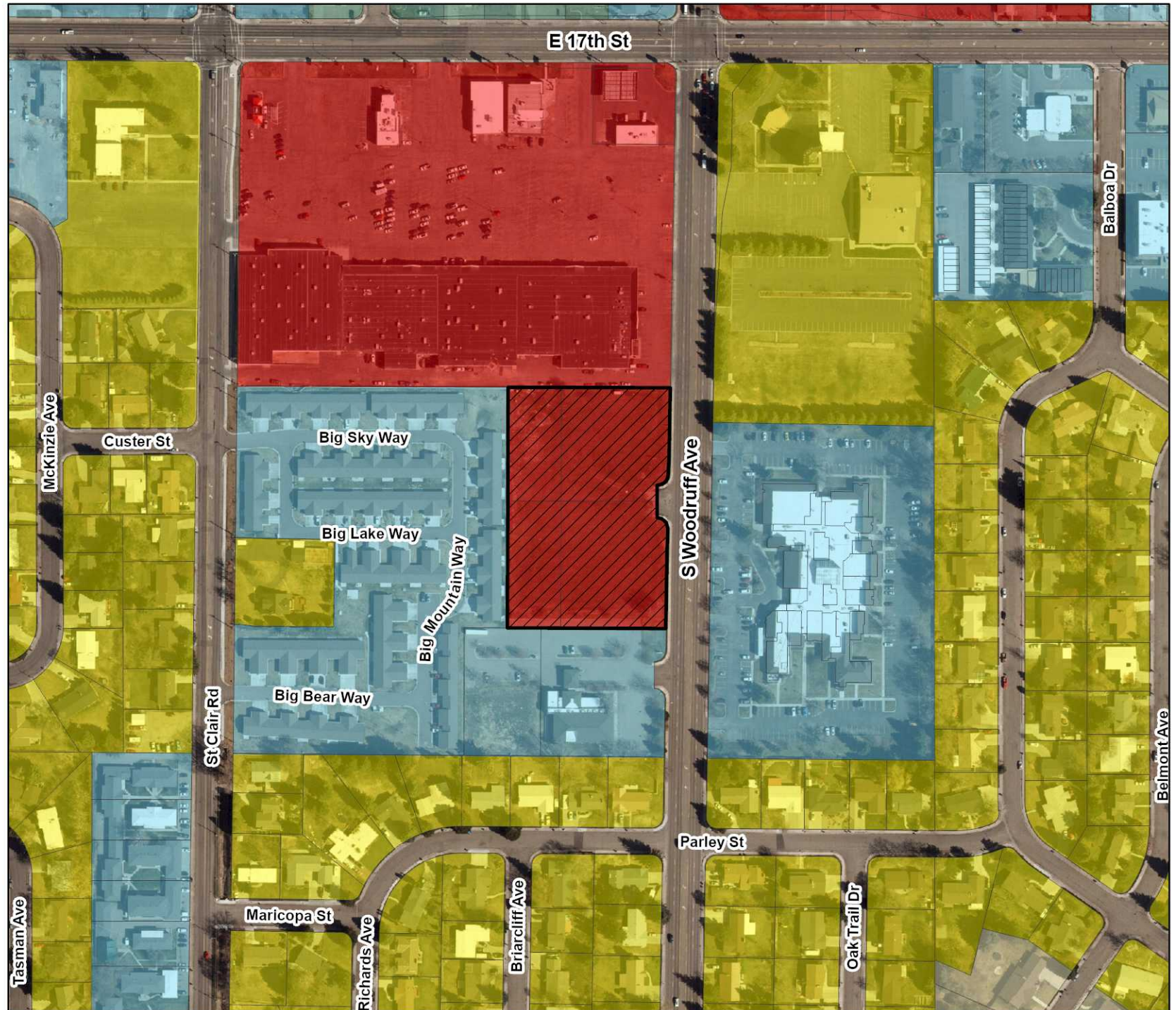
Legend

 PLAT21-035

 City Limit

Zoning

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



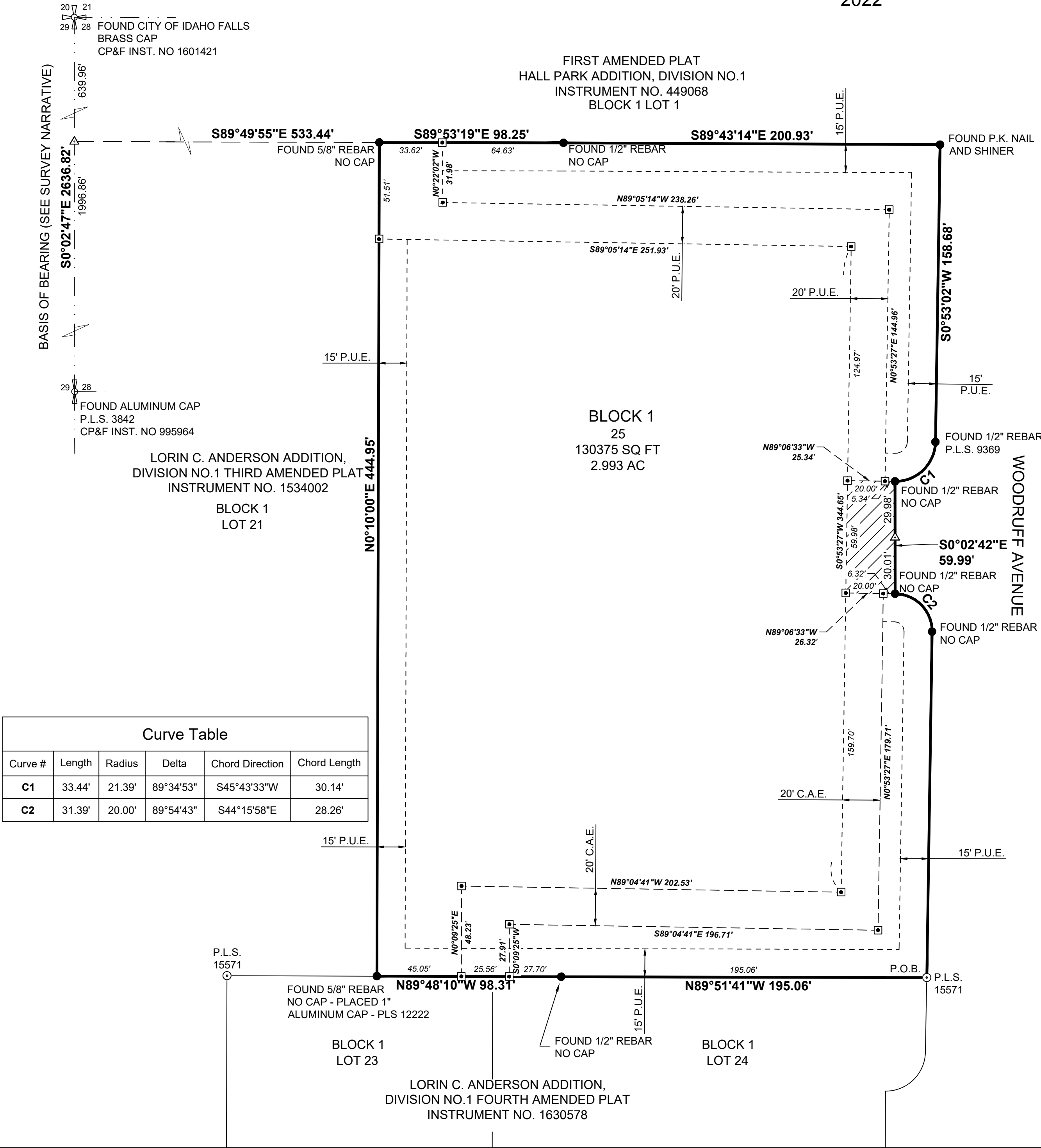
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



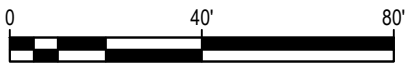
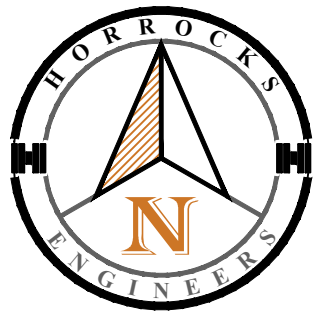


LORIN C. ANDERSON ADDITION DIVISION NO. 1 FIFTH AMENDED PLAT

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOTS 17, 18 AND A PORTION OF LOTS 19 & 20, BLOCK 1 OF THE 2ND AMENDED PLAT OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1, BEING IN THE NORTHWEST 1/4 OF SEC. 28, T.2N., R.38E., B.M. 2022



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	33.44'	21.39'	89°34'53"	S45°43'33"W	30.14'
C2	31.39'	20.00'	89°54'43"	S44°15'58"E	28.26'



LEGEND

- CALCULATED POINT
- FOUND 5/8" REBAR WITH CAP AS NOTED
- FOUND MONUMENT AS NOTED - REPLACED WITH 5/8" X 24" REBAR WITH 1" ALUMINUM CAP - P.L.S. 12222
- PLSS CORNER
- INTERIOR EASEMENT CORNERS SET 1" COPPER HEAD WITH MAGNET PLACED AT EASEMENT CORNERS AS SHOWN TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- SUBDIVISION BOUNDARY LINE
- TIE LINE
- SECTION LINE
- PRIVATE CROSS ACCESS EASEMENT (C.A.E.) - (SEE NOTE 1)
- PUBLIC UTILITY EASEMENT LINE (P.U.E. AS NOTED)
- P.O.B.
- P.U.E.
- C.A.E.
- PUBLIC UTILITY & CROSS ACCESS EASEMENT (C.A.E.)

SURVEY NOTES

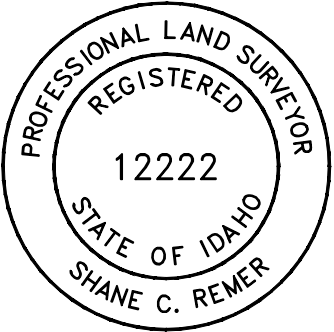
- SUBJECT TO EXISTING PRIVATE DRIVE INGRESS/EGRESS EASEMENT PURSUANT TO INSTRUMENT NO. 1388703, DATED: JANUARY 31, 2011

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO JOIN LOTS 17,18, AND A PORTION OF LOTS 19 & 20 BLOCK 1, LORIN C. ANDERSON ADDITION, DIVISION No. 1, 2ND AMENDED PLAT TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO RECORDED AS INSTRUMENT NO. 1200850 INTO A SINGLE LOT.

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004". WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.0002777265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

THIS SUBDIVISION IS CONTROLLED BY FOUND IRON RODS FROM LORIN C. ANDERSON ADDITION, DIVISION NO. 1, 2ND AMENDED.(INSTRUMENT NO. 1200850) AND LORIN C. ANDERSON ADDITION, DIVISION NO. 1, 3RD AMENDED.(INSTRUMENT NO. 1534002).



LORIN C. ANDERSON ADDITION DIVISION NO. 1 FIFTH AMENDED PLAT
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING A REPLAT OF LOTS 17, 18 AND A PORTION OF LOTS 19 &
20, BLOCK 1 OF THE 2ND AMENDED PLAT OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1,
BEING IN THE NORTHWEST 1/4 OF SEC. 28, T.2N., R.38E., B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT LORIN C. ANDERSON ADDITION DIVISION NO. 1
FIFTH AMENDED PLAT, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY,
IDAHO.

DATE

BONNEVILLE COUNTY RECORDER

TREASURER'S CERTIFICATE

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

DATE:

BONNEVILLE COUNTY TREASURER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

DATE:

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL
FUTURE IRRIGATION WATER RIGHTS ACCORDING TO IDAHO IRRIGATION RECORDS AS STATED ON
THE OFFICIAL PLAT OF THE 2ND AMENDED PLAT OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1
(INSTRUMENT NO. 1200850).
"WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS
INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER
RIGHT."

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS
DAY OF , 2022.

MAYOR

CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

EXAMINING 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:

EXAMINING SURVEYOR, THOMAS G. TAYLOR P.L.S. 8348

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 , 2022.

WOODRUFF, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY:

JAY MINNICK, MANAGING MEMBER

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I, SHANE REMER CERTIFY THAT
THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 ON OR
BEFORE , 20 .

2022

BOUNDARY DESCRIPTION

LOTS 17 & 18, BLOCK 1 AND PART OF LOTS 19 & 20, BLOCK 1 OF THE 2ND AMENDED PLAT OF LORIN C.
ANDERSON ADDITION, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BEING FILED AS
INSTRUMENT NO. 1200850, AND BEING PART OF THE NW 1/4 OF SECTION 28, TOWNSHIP 2 NORTH,
RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY
DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17 BLOCK 1 OF SAID 2ND AMENDED PLAT OF LORIN
C. ANDERSON ADDITION, DIVISION NO. 1, SAID POINT BEING MARKED BY A 5/8" REBAR AND CAP
STAMPED PLS 15571;

THENCE N 89°51'41" W 195.06 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST
CORNER THEREOF, SAID POINT BEING MARKED BY A 1/2" REBAR;

THENCE N 89°48'10" W 98.31 FEET ALONG THE SOUTH LINE OF LOT 20 BLOCK 1 OF SAID 2ND AMENDED
PLAT OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1 TO A POINT BEING MARKED BY A 5/8" REBAR;

THENCE N 00°10'00" E 444.95 FEET ALONG THE WEST LINE OF THE EAST 20,635 SQUARE FEET OF
LOT 19 BLOCK 1 AND THE EAST 23,091 SQUARE FEET OF LOT 20 BLOCK 1 OF SAID 2ND AMENDED PLAT
OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1, TO A POINT ON THE NORTH LINE OF SAID
LOT 19 WHICH IS MARKED BY 5/8" REBAR;

THENCE S 89°53'19" E 98.25 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID
LOT 19 WHICH IS MARKED BY 1/2" REBAR;

THENCE S 89°43'14" E 200.93 FEET ALONG THE NORTH LINE OF LOT 18 TO THE NORTHEAST CORNER
THEREOF WHICH IS MARKED BY A NAIL AND SHINER AND IS ALSO COINCIDENT WITH THE WEST
RIGHT-OF-WAY OF WOODRUFF AVENUE;

THENCE ALONG THE EAST LINE OF LOT 18 BLOCK 1 OF THE 2ND AMENDED PLAT OF LORIN C.
ANDERSON ADDITION, DIVISION NO. 1, ALSO BEING THE WEST RIGHT-OF-WAY OF WOODRUFF AVENUE,
THE FOLLOWING 3 COURSES:

- 1) S 00°53'02" W 158.68 FEET TO A POINT OF CURVATURE WHICH IS MARKED BY A 1/2" REBAR AND
CAP STAMPED PLS 9369;
- 2) SOUTHWESTERLY 33.44 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST THROUGH A
CENTRAL ANGLE OF 89°34'53" TO A POINT OF CURVATURE THAT IS MARKED BY 1/2" REBAR, SAID
CURVE HAVING THE FOLLOWING CURVE DATA: RADIUS = 21.39 FEET, CHORD
BEARING = S 45°43'33" W AND A CHORD DISTANCE = 30.14 FEET;
- 3) S 00°02'42" E 29.98 FEET TO A POINT BEING MARKED BY A 1/2" REBAR WHICH IS THE SOUTHEAST
CORNER OF SAID LOT 18;

THENCE ALONG THE EAST LINE OF LOT 17 BLOCK 1 OF THE 2ND AMENDED PLAT OF LORIN C.
ANDERSON ADDITION, DIVISION NO. 1, ALSO BEING THE WEST RIGHT-OF-WAY OF WOODRUFF AVENUE,
THE FOLLOWING 3 COURSES:

- 1) S 00°02'42" E 30.01 FEET TO A POINT OF CURVATURE WHICH IS MARKED BY 1/2" REBAR;
- 2) SOUTHEASTERLY 31.39 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST THROUGH A
CENTRAL ANGLE OF 89°54'43" TO A POINT OF CURVATURE THAT IS MARKED BY A 1/2" REBAR, SAID
CURVE HAVING THE FOLLOWING CURVE DATA: RADIUS = 20.00 FEET, CHORD
BEARING = S 44°15'58" E, CHORD DISTANCE = 28.26 FEET;
- 3) S 00°52'53" W 184.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.993 ACRES.

SURVEYOR'S CERTIFICATE

I, SHANE C. REMER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO
HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS **LORIN C.
ANDERSON ADDITION, DIVISION NO. 1, FIFTH AMENDED**, WAS MADE UNDER MY DIRECTION, AND
THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY
LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

SHANE C. REMER, P.L.S. 12222



PREVIOUSLY PLATTED EASEMENTS VACTION CERTIFICATE

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

LORIN C. ANDERSON, DIVISION NO. 1, 2ND AMENDED SUBDIVISION:

- 1) ALL THAT PORTION OF THE PRIVATE DRIVE INGRESS/EGRESS EASEMENT ACROSS LOTS 17,18 AND THE EAST 98.26' OF LOTS 19
AND 20, BLOCK 1.
- 2) 10-FOOT PUBLIC UTILITY EASEMENT ALONG THE EAST LINE LOTS 19 & 20 OF BLOCK 1.
- 3) 35-FOOT PUBLIC UTILITY EASEMENT ALONG THE EAST LINE OF LOTS 17 & 18 BLOCK 1.
- 4) 28-FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTH LINE OF LOTS 17 & 20 BLOCK 1.

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS DAY OF ,
2022.

WOODRUFF, LLC, LIMITED LIABILITY COMPANY

JAY MINNICK, MANAGING MEMBER

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, **WOODRUFF, LLC AN IDAHO
LIMITED LIABILITY COMPANY**, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED
WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE
PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE
KNOWN AS **LORIN C. ANDERSON DIVISION NO. 1, FIFTH AMENDED PLAT**, A SUBDIVISION OF THE
CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

OWNER DOES HEREBY GRANT AND CONVEY TO THE OWNER OF LOTS 23 & 24 OF BLOCK 1 OF
LORIN C. ANDERSON ADDITION DIVISION NO. 1 FOURTH AMENDED PLAT, SAID OWNER BEING,
FENRIS LLC, AN IDAHO LIMITED LIABILITY COMPANY AND ITS HEIRS, SUCCESSORS IN INTEREST,
AND ASSIGNS A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN ON ACCOMPANYING DRAWING
AND LABELED AS C.A.E. THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL
CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS
HEREBY ACKNOWLEDGED, THAT OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE
OWNER OF SAID LOTS, HEREAFTER REFERRED TO AS, BENEFITED C.A.E. HOLDERS, THEIR LICENSEES,
INVIITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED C.A.E.
HOLDERS AND SAID BENEFITED C.A.E. HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, AND
VISITORS TO THE PRIVATE CROSS-ACCESS EASEMENTS DESCRIBED HEREIN IN COMMON WITH ALL
PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS
AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS
THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE
CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR
EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENT C.A.E.
OWNER, OR ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO
PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF
IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE
THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR
PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED
PURPOSES, AND CITY OF IDAHO FALLS SHALL HAVE THE RIGHT, TO REMOVE ANY
OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENT WHICH MAY INJURE OR INTERFERE WITH
THE CITY OF IDAHO FALLS USE THEREOF 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, FURTHER AGREE THAT THEY SHALL
CONSTRUCT NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS
EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.
OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID
CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF
THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED
BY THE CITY OF IDAHO FALLS, IDAHO.

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

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND
SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE
PUBLIC OR THE CITY OF IDAHO FALLS, 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 , 2022.

WOODRUFF,LLC, AN IDAHO LIMITED LIABILITY COMPANY

JAY MINNICK, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF)
)SS.
COUNTY OF)

ON THIS DAY OF , 2022, BEFORE ME THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAY MINNICK, KNOWN OR
IDENTIFIED TO ME, TO BE A MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY OF
WOODRUFF, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND THE PERSON WHO SUBSCRIBED
SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION,
PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE, AND THE DRINKING WATER
SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID
LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED
LIABILITY COMPANY.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE
DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF

RESIDING AT:

COMMISSION EXPIRATION DATE:

2194 Snake River Parkway
Suite 205
Idaho Falls, Idaho 83402
Main: 208-522-1223

HORROCKS
ENGINEERS

**STAFF REPORT
FINAL PLAT
Lorin C Anderson Addition, Division No 1, 5th Amended
March 31, 2022**



Community
Development
Services

Applicant: Horrocks
Engineers

Project Manager: Caitlin
Long

Location: Generally, north
of Parley St, east of St
Clair Rd, south of E 17th
St, west of Woodruff Ave

Size: 2.993 acres

Lots: 1

Existing Zoning:

Site: LC

North: LC

South: R3A

East: R3A/R1

West: R3A

Existing Land Uses:

Site: Vacant

North: Commercial

South: Commercial

East: Medical Services

West: Residential

Future Land Use Map:

General Urban

Attachments:

1. Subdivision and Zoning
Ordinance Requirements
2. Comprehensive Plan
Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To approve the final plat for Lorin C
Anderson Addition, Division No 1, 5th Amended to the Mayor
and City Council.

Staff Comments: This parcel was annexed in June 1976
with the initial zoning of R-3A. A Final Plat was recorded
as well in June 1976. It was rezoned to LC in the city-wide
rezone in 2018. Throughout the years, this plat has been
amended for various potential developments. This final plat
has one buildable lot and is being amended to clean up
previous easements and accommodate future development.
Access for this lot will be from Woodruff Ave.

Staff Recommendation: Staff has reviewed the final plat
and finds it complies with the Subdivision Ordinance and is
consistent with the development standards of the LC Zone.
Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

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

Subdivision Ordinance:**Section 10-1-9A**

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

Zoning Ordinance:**11-3-5: PURPOSE OF 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 (1-6) of this Zoning Code.				

Comprehensive Plan Policies:

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. (pg.41)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. (pg.43)

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

January 4, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, George Morrison, Margaret Wimborne, Joanne Denney

MEMBERS ABSENT: Lindsey Romankiw

ALSO PRESENT: Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, planners Naysha Foster and 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: Denney moved to approve the Minutes from December 7, 2021, Morrison seconded the motion and it passed unanimously.

Business:

1. PLAT 21-035: FINAL PLAT. Final Plat for Lorin C. Anderson Addition Division No1, fifth Amended.

Applicant: Kaden Fuhrman, Horrocks Engineers, 2194 Snake River Parkway, Idaho Falls, Idaho. Fuhrman stated that this is a clean up of property that is west of Woodruff behind Hallpark Subdivision (Big Lots). Fuhrman stated that this was previously platted as 4 separate lots and they are zoned LC. Fuhrman stated that they have submitted a site plan to incorporate the entire lot as a whole and they are platting it to one single lot to clean up lot lines, and extra easements to accommodate the individual lots.

Dixon stated that he has seen that prep work had been done before the snow and there were 2 flat areas. Dixon asked if there are going to be 2 buildings and why make it a single lot if there will be multiple building lots. Fuhrman stated that it is one big building made of two little buildings that are attached. Fuhrman stated that they prepped the pads so they can dig for footings whenever they want.

Long Presented the staff report, a part of the record.

Dixon asked if there is only one access off Woodruff and asked if there is cross access to the property to the south and is there a problem with the exit not lining up with the access points on the other side of the road. Long affirmed all of Dixon's questions. Long added that they already have an established approach.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Lorin C. Anderson Addition, Division No. 1, 5th Amended, Morrison seconded the motion. Dixon called for roll call vote: Wimborne, yes; Denney, yes; Cantu, yes; Morrison yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF LORIN C. ANDERSON ADDITION, DIVISION NO. 1, FIFTH AMENDED PLAT, LOCATED GENERALLY NORTH OF PARLEY ST, EAST OF ST CLAIR RD, SOUTH OF E 17TH ST, WEST OF WOODRUFF AVE

WHEREAS, the applicant filed an application for a final plat on November 28, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 4, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 31, 2022; 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 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 2.993 acre parcel located generally north of Parley St, east of St Clair Rd, south of E 17th St, west of Woodruff Ave.
3. The property is zoned LC.
4. The plat includes 1 buildable lot, which meets the minimum standards for the LC Zone.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-429

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, February 24, 2022
DEPARTMENT: Community Development Services

Subject

Resolution approving the Statement of Annexation Principles.

Council Action Desired

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

Approve the Resolution approving the Statement of Annexation Principles and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is a resolution approving an amended version of the Statement of Annexation Principles. The amendments to the document clarify that the City will hold a public hearing for Category A annexations pursuant to Idaho Code and modifies the policy regarding roadway annexations. Previously, the City has only annexed arterial and collector roadways when City boundaries are on both sides of that road. The proposed amendment states the City will generally annex the road when the City becomes adjacent to only one side of the road. The document was sent to Bonneville County officials for review and comment. Most of the comments received were in regard to parts of the document already adopted and not proposed for changed and are not incorporated in this draft. However, County officials did express that the revised policy on roadway annexations is acceptable. Staff respectfully requests approval of the resolution.

Alignment with City & Department Planning Objectives



The policies in the plan are consistent with many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

Legal has reviewed the resolution.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING A STATEMENT OF CITY ANNEXATION PRINCIPLES; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, pursuant to Idaho Code Section 50-222, the City of Idaho Falls, Idaho, has authority delegated by the State of Idaho to annex property which are reasonably necessary to assure orderly development and allow efficient and economically viable provision of tax-supported and fee-supported municipal services; and,

WHEREAS, the City desires to exercise its annexation authority according to law and in a reasonable and logical way and including when necessary initiating annexation of land; and,

WHEREAS, the Council desires to create and articulate a predictable and consistent approach to annexations; and

WHEREAS, pursuant to these desires the Council has developed a Statement of Annexation Principles made a part of this Resolution as Exhibit A to outline the reasons and benefits of annexation and the general criteria and procedures the City intends to follow when considering various types of annexation; and

WHEREAS, the procedure for Category A Annexation outlined in the document needs to be modified to reflect current law and procedures.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Idaho Falls, as follows:

1. That the Statement of Annexation Principles attached and incorporated in this Resolution is hereby adopted as the policy for considering and processing annexation applications.

Adopted and effective this _____ day of _____, 2021.

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

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the
Ordinance entitled: "A RESOLUTION OF THE CITY OF IDAHO
FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE
STATE OF IDAHO, AMENDING A STATEMENT OF CITY
ANNEXATION PRINCIPLES; AND PROVIDING THAT THIS
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)



Statement of Annexation Principles

In an effort to provide efficient and equitable tax and fee supported services, encourage orderly growth, and thoughtfully and carefully expand the tax base of the City, the principles espoused in this document are intended to provide guidance when considering annexation. These principles represent the general practice of the City and do not bind City leaders from exercising annexation authority granted by Idaho statutes. Typically, a departure from these principles would most commonly occur as a response to an unusual circumstance or need.

General Principles

When considering land use and growth, the City of Idaho Falls will prefer annexation policies that:

- **Encourage Core Development.** When possible, the city prefers to support development closer to the City's core where infrastructure such as roads and utilities already exists. This will help to avoid urban sprawl.
- **Strengthen the Tax Base.** The city recognizes the value of maintaining the efficient and cost-effective provision of both tax and fee-supported services.
- **Balance Property Rights with Growth.** Individual property rights must be protected while at the same time ensuring the City is able to continue to grow.
- **Provide Public Services and Amenities that Enhance Quality of Life.** The Community derives value and strength from a robust Parks and Recreation system, a highly rated Fire Department, excellent Police protection, a wonderful Library, well-maintained streets and neighborhoods, and a commitment to providing a high quality of life at an affordable tax rate.
- **Support the Comprehensive Plan.** The City's Comprehensive Plan is carefully developed to capture best practice planning principles coupled with careful implementation of public input. The resultant document outlines principles and policies designed to guide growth in a healthy, sustainable manner.

City-Initiated Annexation

The City strongly believes there is value in being annexed. The City of Idaho Falls proudly offers excellent tax and fee supported services and utilities. All residents, both City and County, benefit from a strong Idaho Falls. Residents in the County close to the City's core benefit from being close to City limits and should bear an equal burden in the provision of those benefits. As was argued in a court case in Baltimore in 1918, *"Those who locate near the city limits are bound to know that the time may come when the legislature will extend the limits and take them in. No principle of right or justice or fairness places in their hands the power to stop the progress and development of the city, especially in view of the fact that a large majority of them have located near the city for the purpose of getting benefit of transacting business or securing employment...in the city"* (emphasis added).

At times, the City may exercise its authority to annex prior to the request of the property owner. When considering these city-initiated annexations, the City will strive to:

- Focus on properties that receive a City-operated utility. Many such properties agreed to annexation at a future date as a condition of receiving the utility service. However, in cases where the utility was connected prior to 2008, Idaho Code considers the connection to be consent to annexation. Idaho Falls will consider utility connections just as valid as written agreements in terms of consent to annexation.
- For properties that do not receive a City-operated utility, focus on properties that are enclaved, i.e. completely surrounded, by existing City limits and which clearly benefit from their proximity to City limits and tax-supported services that support and enhance surrounding City neighborhoods.
- Except in response to unusual circumstances or needs, avoid initiating annexation for properties contiguous merely by touching corners, which do not have primary structures, and do not have immediate access to utilities.
- Educate property owners of these principles and annexation law to provide predictability and avoid undue concern over potential annexation.

The following sections specify how the City intends to exercise annexation authority within the bounds of the Idaho Code Section 50-222 in conjunction with the principles outlined above:

Category A

The City of Idaho Falls exercises its legal annexation authority for all Category A annexations.

Procedures:

1. For annexation in which, “all private landowners have consented to annexation”:
 - The application will be considered at a public hearing by the Planning and Zoning Commission (P&Z) for its recommendation
 - The application will then be considered at a public hearing by the Council for final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards
2. For annexation of “any residential enclaved lands of less than one hundred (100) privately-owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city’s area of impact”:
 - City staff will hold a neighborhood meeting prior to the advertisement of the proposed annexation
 - A public hearing will be held before the P&Z for its recommendation
 - A public hearing will be held before the Council for final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards

Category B

The same procedure will apply for annexations which “contain less than one hundred (100) separate private ownerships and platted lots of record and where not all such landowners have consented to annexation,” as well as annexations where “the subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty

percent (50) of the area of the subject private lands have consented to annexation prior to the commencement of the annexation process.” These principles do not apply to lands subject to Idaho Code 50-222(5)(b)(v)(c) which exempts land of “five (5) acres or greater, actively devoted to agriculture, as defined in section 63-604(1), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city” from city-initiated annexations.

Category B annexations will be considered when:

- The land is completely enclaved by City boundaries, but not subject to 50-222(5)(b)(v)(c) as noted above; OR
- The property has at least one (1) utility connection (regardless of an annexation agreement for the property); OR
- The property has an annexation agreement (regardless of whether or not it receives a city utility); OR
- The parcel is less than 5 acres and:
 - Is contiguous by more than merely touching corners AND
 - Includes a primary structure and a primary use that is not agricultural AND
 - Has immediate access to a utility service

Procedures:

- City staff will prepare an annexation plan prior to advertising the annexation and send it to property owners within the annexation boundaries
- Staff will hold a neighborhood meeting prior to advertisement of the proposed annexation
- A public hearing will be held by P&Z for its recommendation
- A public hearing will be held by the Council for the final decision, passage of the annexation ordinance, and adoption of a reasoned statement of relevant criteria and standards

Category C

The City does not intend to exercise its annexation authority for category C annexations.

Road Rights-of-way

Generally, the City will not annex a County right-of-way until annexation has occurred on both sides of the right-of-way. The City recognizes that there may be times when it is appropriate to annex the County right-of-way prior to the City having annexed property on both sides of the right-of-way. In these cases, City Public Works staff will work with County Public Works staff to determine the appropriate limits for annexing right-of-way.

Memorandum

File #: 21-446

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
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 1.001 acres, Northwest ¼ of Section 16, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance annexing 1.001 acres, Northwest ¼ of Section 16, 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 1.001 acres, Northwest ¼ of Section 16, 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, Limited Commercial which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.001 acres, Northwest ¼ of Section 16, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 1, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of annexation 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.

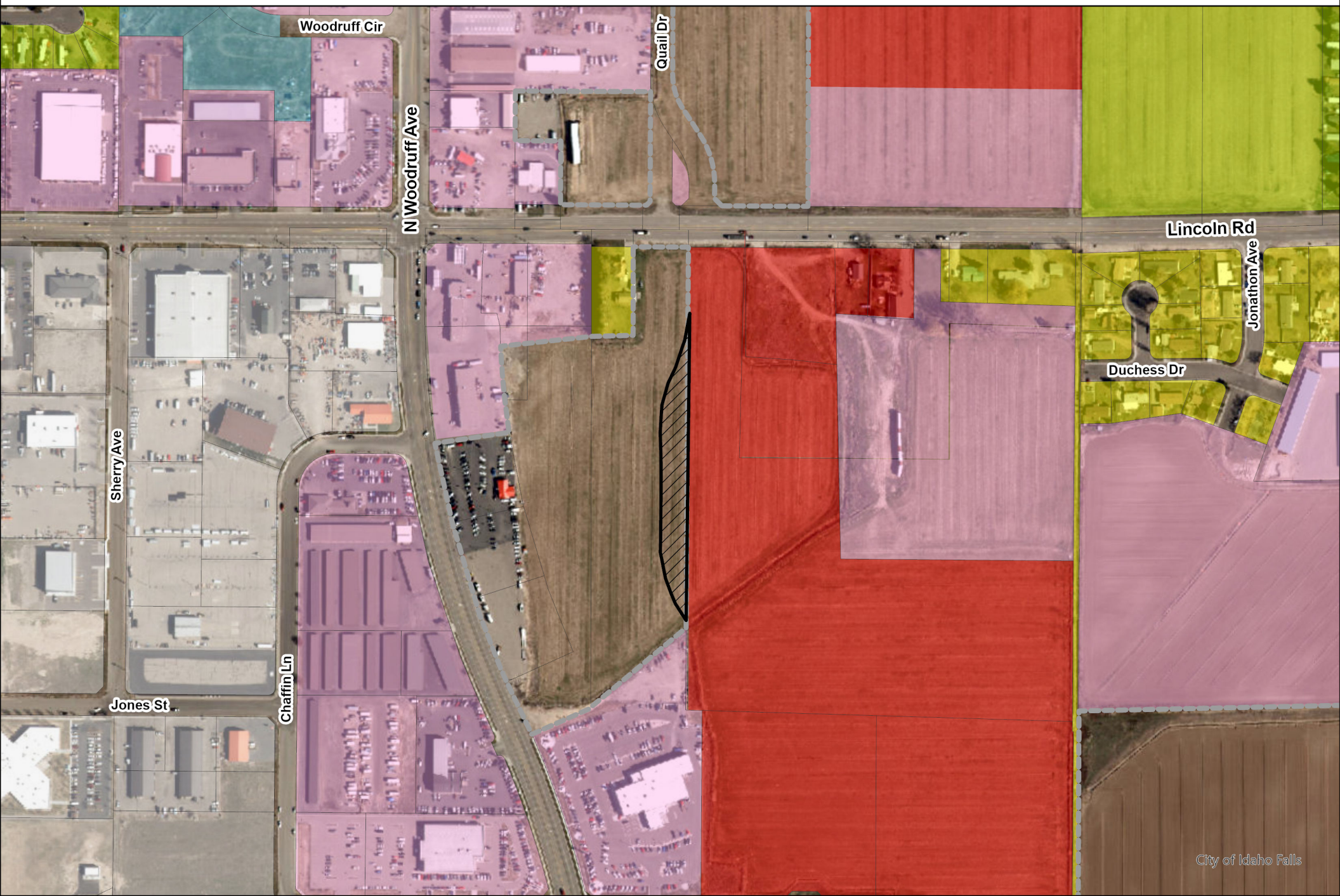
Fiscal Impact

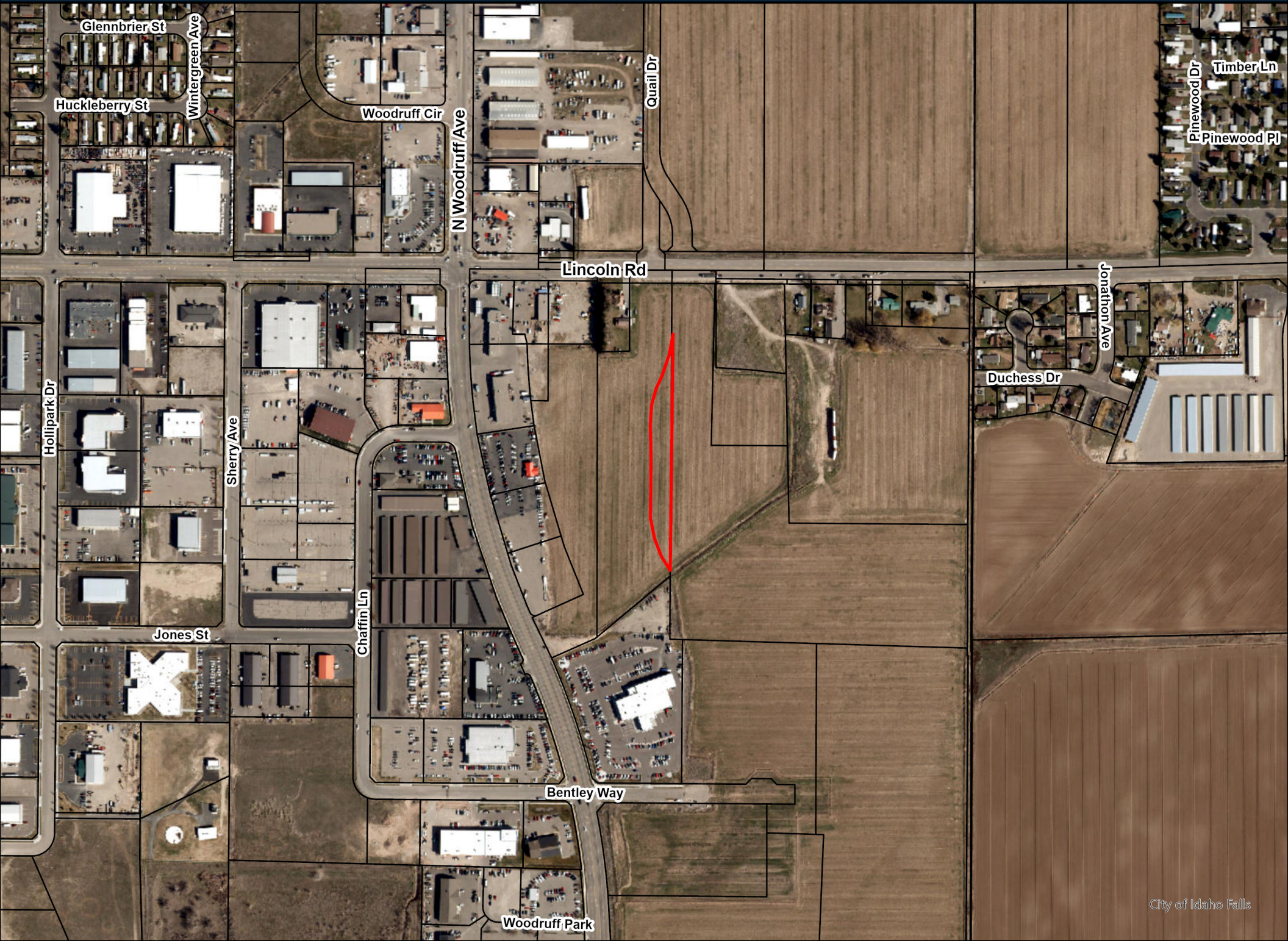
NA

Legal Review

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

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





Glennbrier St
Huckleberry St
Wintergreen Ave

Woodruff Cir
N Woodruff Ave

Lincoln Rd

Timber Ln
Pinewood Pl
Pinewood Dr

Jonathon Ave
Duchess Dr

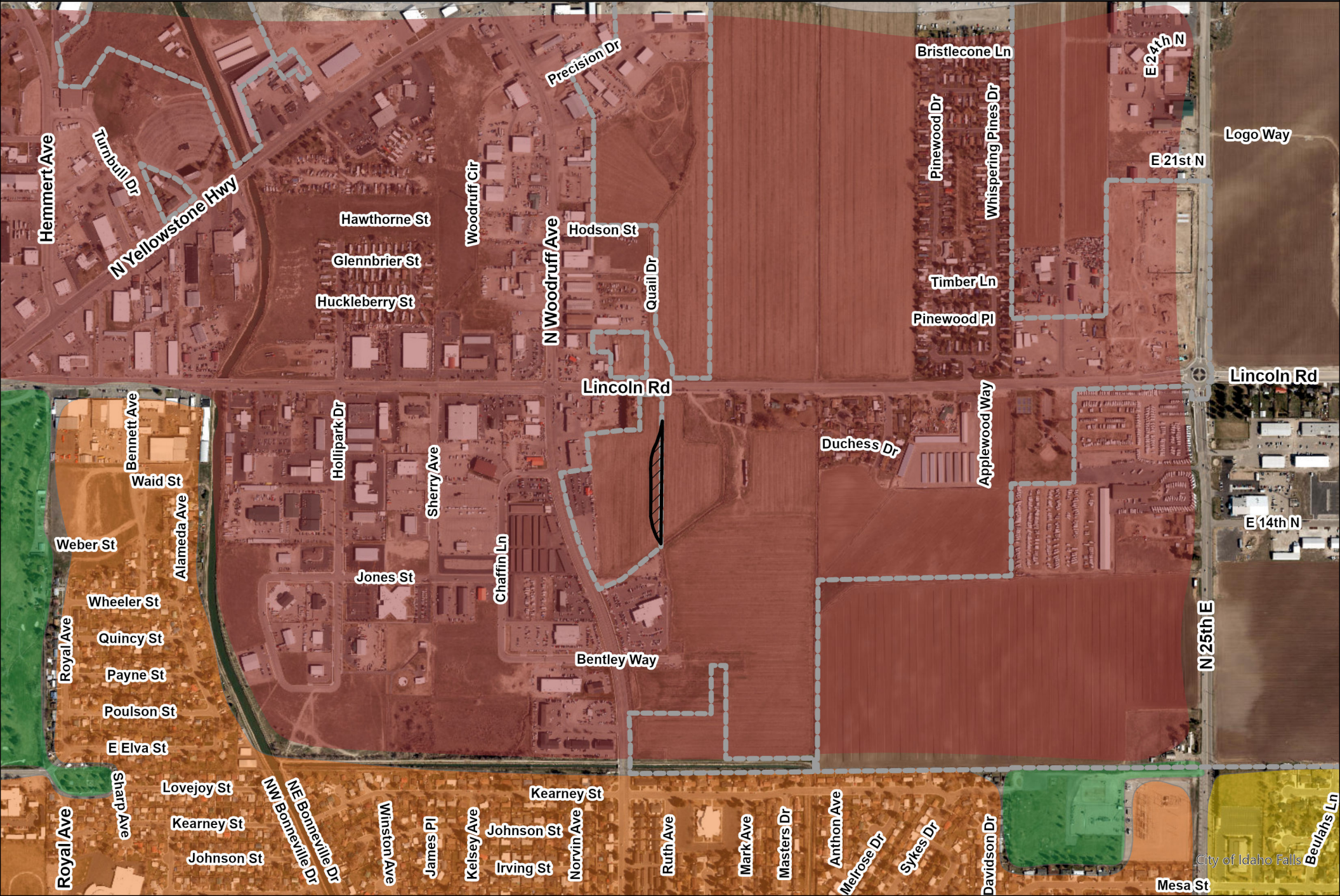
Hollipark Dr
Sherry Ave
Jones St

Chaffin Ln

Bentley Way

Woodruff Park

- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



STAFF REPORT
ANNEXATION AND INITIAL ZONING
Annex & Initial Zoning of LC
Section 16, T2N, R38E

March 31, 2022



Community
Development
Services

Applicant: Connect Engineering

Project Manager: Caitlin Long

Location: Generally, north of Bentley Way, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E

Size: 1.001 acres

Existing Zoning: County R-1
North: HC
South: HC
East: LC
West: County R1

Proposed Zoning: LC

Existing Land Uses:
Site: Ag
North: Ag
South: Commercial
East: Vacant
West: Commercial

Future Land Use Map:
Mixed Use Centers and Corridors

Attachments:

1. Zoning Information
2. Maps and Aerial Photos

Requested Action: To **approve** of the annexation and initial zoning of LC, Limited Commercial.

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 limits on the east side. The Annexation of the property is consistent with the City's Comprehensive Plan.

Initial Zoning: The proposed zoning is LC. The Comprehensive Plan identifies this area as Mixed Use Centers and Corridors. This property is currently zoned R-1 in the County, a residential zone.

Staff Comments: The proposed LC Zone allows for a mix of commercial and residential uses. A preliminary plat for this annexation area and for the parcel to the east was approved in January 2022. This annexation is for the right of way outlined in that preliminary plat. The LC Zone is consistent with the surrounding zones and access will come from Bentley Way which connects to Woodruff and Quail Dr which connects to Lincoln.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of LC to the Mayor and City Council as it is consistent with the policies of the Comprehensive Plan.

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.

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.								

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential 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.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			P
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3277, 10-10-19)

11-2-4: 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)

March 1, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Arnold Cantu (via Webex) Margaret Wimborne (via Webex)

MEMBERS ABSENT: Lindsey Romankiw, George Morrison

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Dixon moved to accept the Minutes of February 1, 2022, Wimborne seconded the motion and it passed unanimously.

Public Hearing(s):

1. ANNEX 22-001: ANNEXATION/INITIAL ZONING. Annexation and initial zoning of LC, Limited Commercial:

Denney opened the public hearing.

Applicant: Barry Baine, Connect Engineering, 2295 N. Yellowstone, Unit 6, Idaho falls, Idaho. Baine presented the proposed annexation of approximately 1 acre near Lincoln and Woodruff. Baine stated that this annexation will be the dedicated right of way for Quail Drive to connect to Lincoln Road. Baine stated that they are wanting the annexation with initial zoning of LC which is the same zoning that is around the property.

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

No one appeared in support or opposition.

Denney closed the public hearing.

Dixon stated that this now shows the new alignment of Quail Drive. Long stated that the other right of way will need to be vacated. Dixon feels that this is consistent with the previously seen plat, and it makes sense to annex this property.

Dixon moved to recommend to the Mayor and City Council approval of the Annexation of approximately 1 acre of Section 16, T2N, R 38, with initial zoning of LC, Wimborne seconded the motion. Denney called for roll call vote: Wimborne, yes; Cantu, yes; Dixon, 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 1.001 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 _____, 2022.

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 1.001 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)

ANNEXATION IN A PORTION OF THE NW 1/4, SECTION 16, T. 2 N., R. 38 E., B.M.

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 20.00 feet; thence N 44° 38' 48" W for a distance of 28.29 feet to a point on a southerly boundary of City of Idaho Falls Annexation Ordinance No. 3289; thence S 89° 38' 54" E along the south boundary of said Annexation Ordinance No. 3289 for a distance of 20.00 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.005 acres, more or less.

Also including the following described portion:

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 182.71 feet, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 841.93 feet to the beginning of a non-tangential curve, said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to a point of reverse curve, said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve, said curve turning to the right through 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; thence N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve, said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet to the TRUE POINT OF BEGINNING. Described boundary contains 1.001 acres, more or less.

Submitted by:

Firm Name: Badger Aerial Mapping and Surveying

Contact Name: Justin Steffler

Phone Number: 208-540-1419

Email: justin@badgeraerial.com

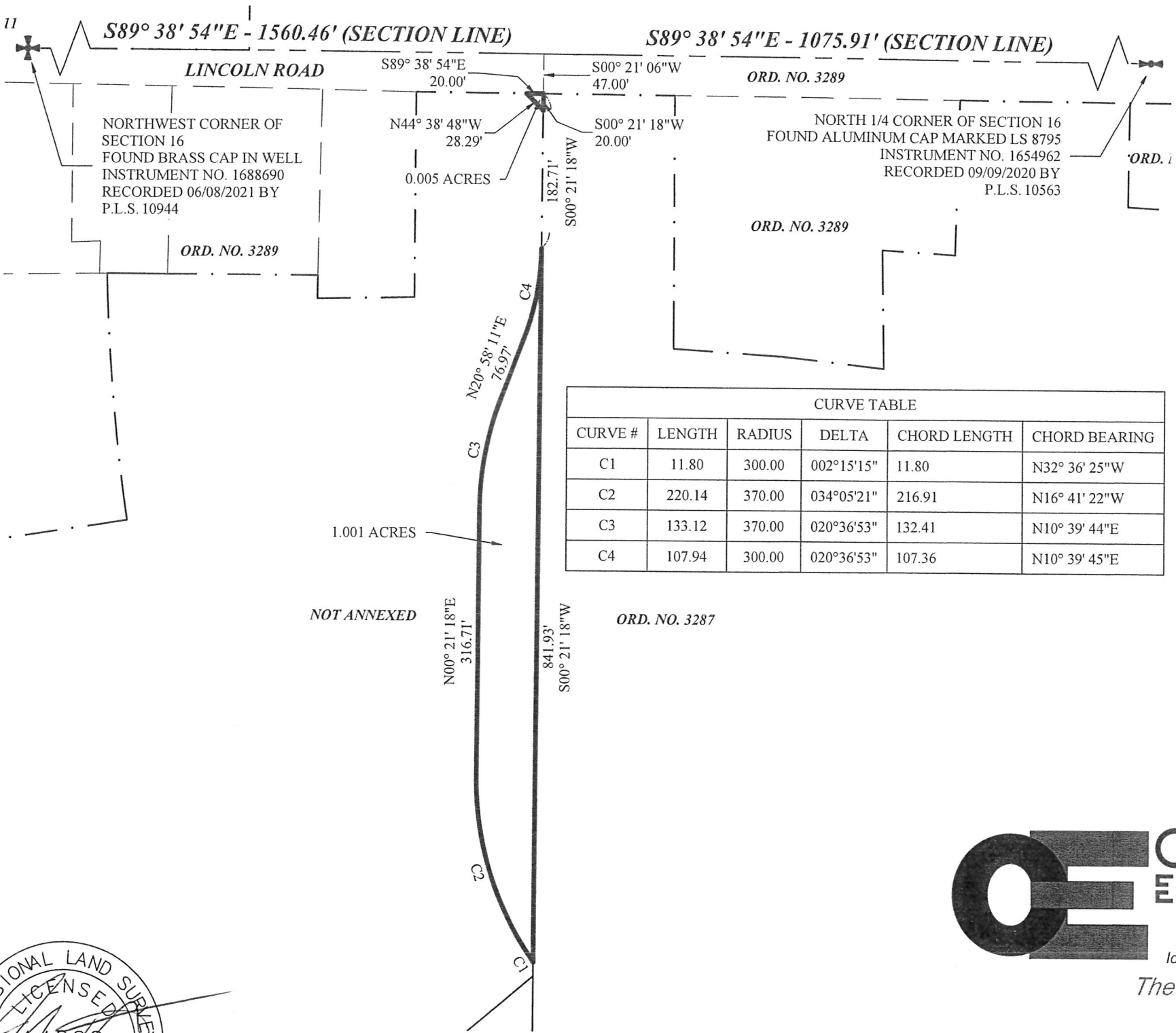


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ORIGINAL

CITY OF IDAHO FALLS
BONNEVILLE COUNTY

NORTHWEST 1/4 OF SECTION 16, T. 2 N., R. 38 E., B.M.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	11.80	300.00	002°15'15"	11.80	N32° 36' 25"W
C2	220.14	370.00	034°05'21"	216.91	N16° 41' 22"W
C3	133.12	370.00	020°36'53"	132.41	N10° 39' 44"E
C4	107.94	300.00	020°36'53"	107.36	N10° 39' 45"E



**CONNECT
ENGINEERING**
The Civil Connection
2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401 208.681.8590
The Civil Connection

SHEET 1 OF 1

1/4	SEC	T	R
<input checked="" type="checkbox"/>	16	2N	38E

ANNEXATION ORDINANCE NO. _____

ANNEXATION IN A PORTION OF THE NW 1/4, SECTION 16, T. 2 N., R. 38 E., B.M.

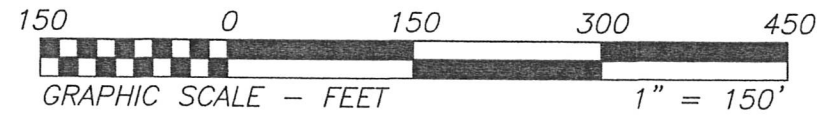
COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 20.00 feet; thence N 44° 38' 48" W for a distance of 28.29 feet to a point on a southerly boundary of City of Idaho Falls Annexation Ordinance No. 3289; thence S 89° 38' 54" E along the south boundary of said Annexation Ordinance No. 3289 for a distance of 20.00 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.005 acres, more or less.


Also including the following described portion:

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 182.71 feet, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 841.93 feet to the beginning of a non-tangential curve, said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to a point of reverse curve, said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve, said curve turning to the right through 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; thence N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve, said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet to the TRUE POINT OF BEGINNING. Described boundary contains 1.001 acres, more or less.

RECORDED WITH THE BONNEVILLE COUNTY RECORDER'S OFFICE AS

INSTRUMENT NO. _____



TITLE		QUAIL DRIVE SOUTH ANNEXATION	
DATE:	02/04/22	DRAWN/CHK BY:	PS/JS
PROJECT:	21284/T2NR38E/S16		
 BADGER AERIAL MAPPING & SURVEYING			
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 1.001 ACRES IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF BENTLEY WAY, EAST OF N WOODRUFF AVE, SOUTH OF LINCOLN RD, WEST OF N 25TH E.

WHEREAS, the applicant filed an application for annexation on January 17, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on March 31, 2022; 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 1.001 acres generally located north of Bentley Way, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E.
3. This property is within the city's area of impact. It is contiguous on the east side.
4. The application is a Category "A" annexation.
5. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors.
6. 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 _____, 2022

Rebecca Casper - Mayor

File #: 21-447

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
DEPARTMENT: Community Development Services

Subject

Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 1.001 Acres, Northwest ¼ of Section 16 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 “Mixed Use Centers and Corridors” and approve the Ordinance establishing the initial zoning for LC, Limited Commercial 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, Limited Commercial 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, Limited Commercial which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 1.001 Acres, Northwest ¼ of Section 16 Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 1, 2022, meeting and recommended approval of LC, Limited Commercial by a unanimous vote. Staff concurs with this recommendation and recommends approval.

Alignment with City & Department Planning Objectives





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

Interdepartmental Coordination

The initial zoning legal description has been reviewed by the Survey Division.

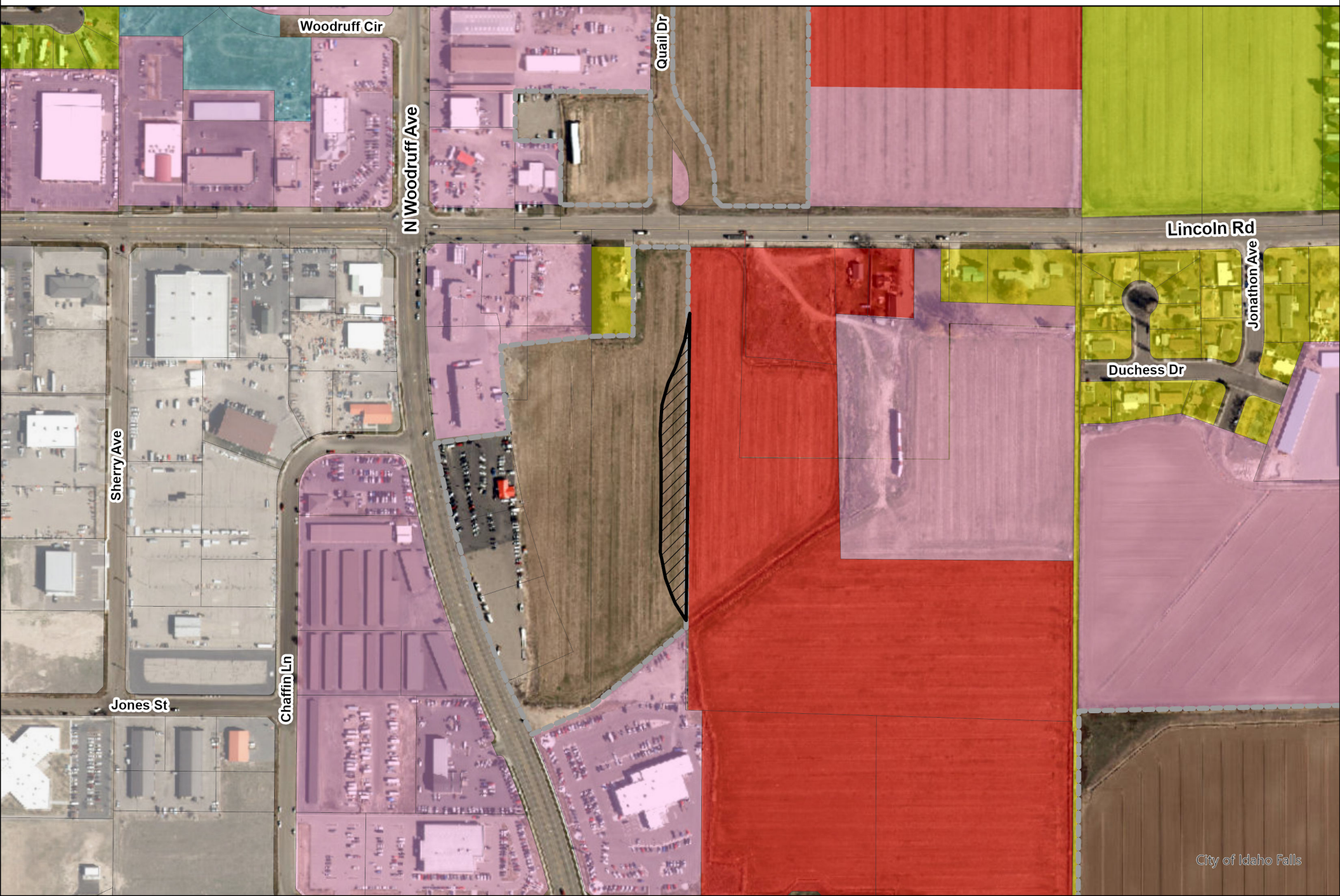
Fiscal Impact

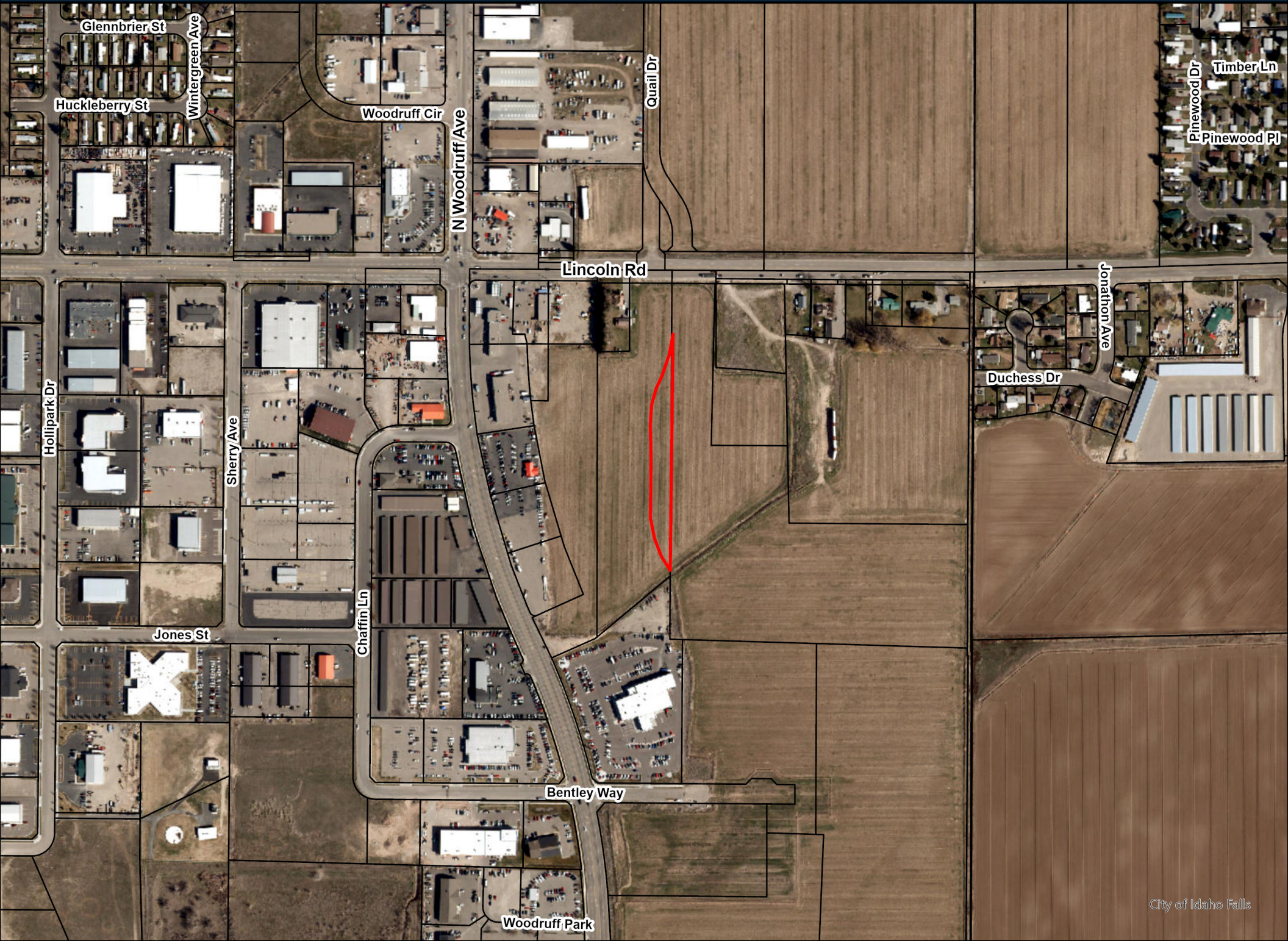
NA

Legal Review

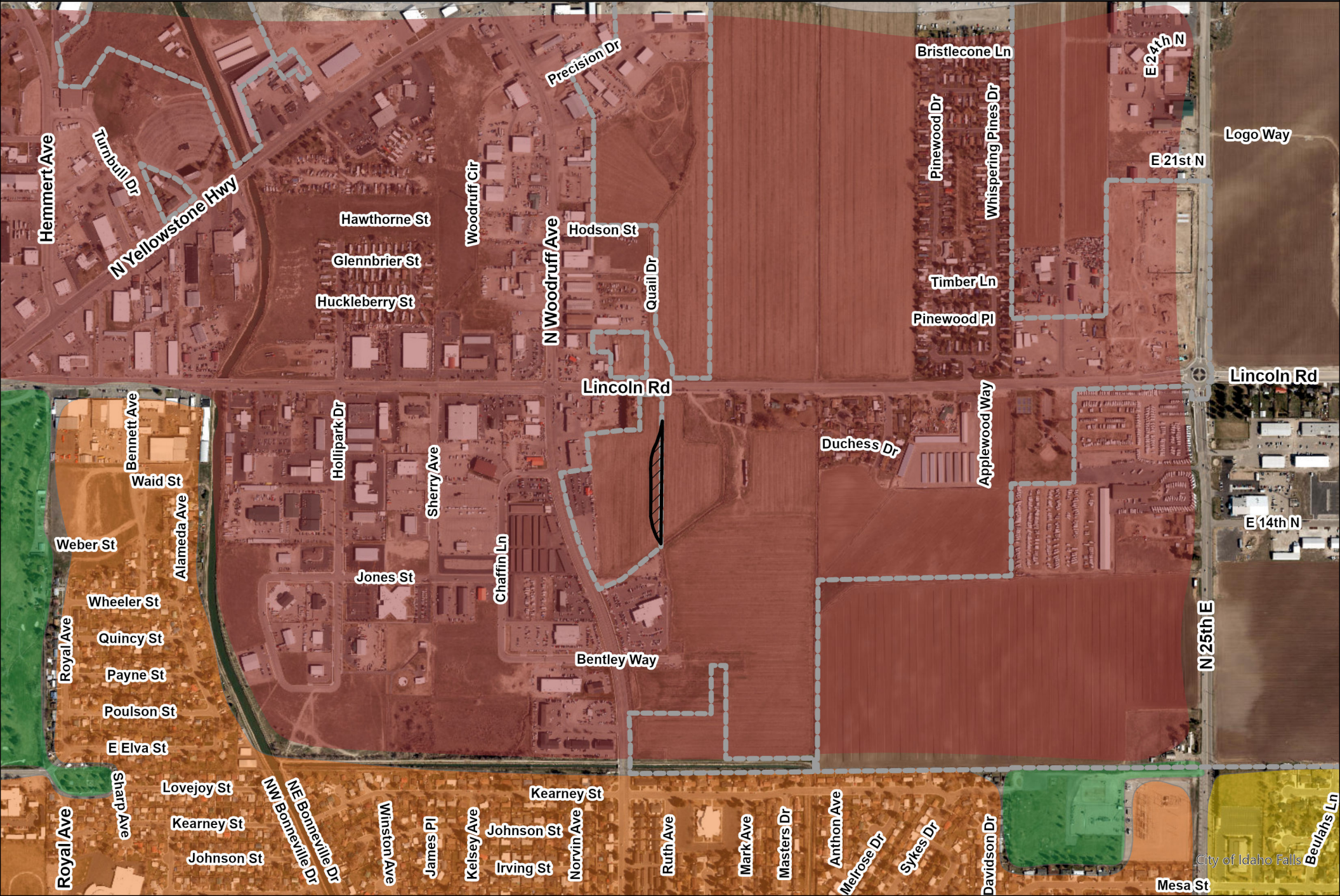
This application and ordinance have been reviewed by Legal pursuant to applicable law.

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





- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



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 1.001 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS; 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 for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Mixed Use Centers and Corridors”; 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 “Mixed Use Centers and Corridors”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 1, 2022, and recommended approval of zoning the subject property to LC, Limited Commercial and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on March 31, 2022.

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 Mixed Use Centers and Corridors.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as LC, Limited Commercial.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC, Limited Commercial” 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 _____, 2022.

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 1.001 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

Exhibit "A"
LEGAL DESCRIPTION (Page 1 of 1)

ANNEXATION IN A PORTION OF THE NW 1/4, SECTION 16, T. 2 N., R. 38 E., B.M.

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 20.00 feet; thence N 44° 38' 48" W for a distance of 28.29 feet to a point on a southerly boundary of City of Idaho Falls Annexation Ordinance No. 3289; thence S 89° 38' 54" E along the south boundary of said Annexation Ordinance No. 3289 for a distance of 20.00 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.005 acres, more or less.

Also including the following described portion:

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 182.71 feet, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 841.93 feet to the beginning of a non-tangential curve, said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to a point of reverse curve, said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve, said curve turning to the right through 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; thence N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve, said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet to the TRUE POINT OF BEGINNING. Described boundary contains 1.001 acres, more or less.

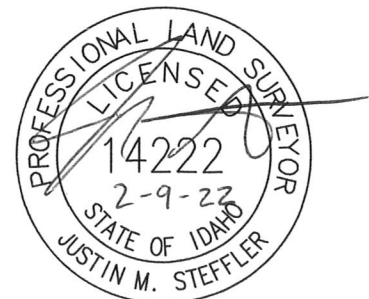
Submitted by:

Firm Name: Badger Aerial Mapping and Surveying

Contact Name: Justin Steffler

Phone Number: 208-540-1419

Email: justin@badgeraerial.com

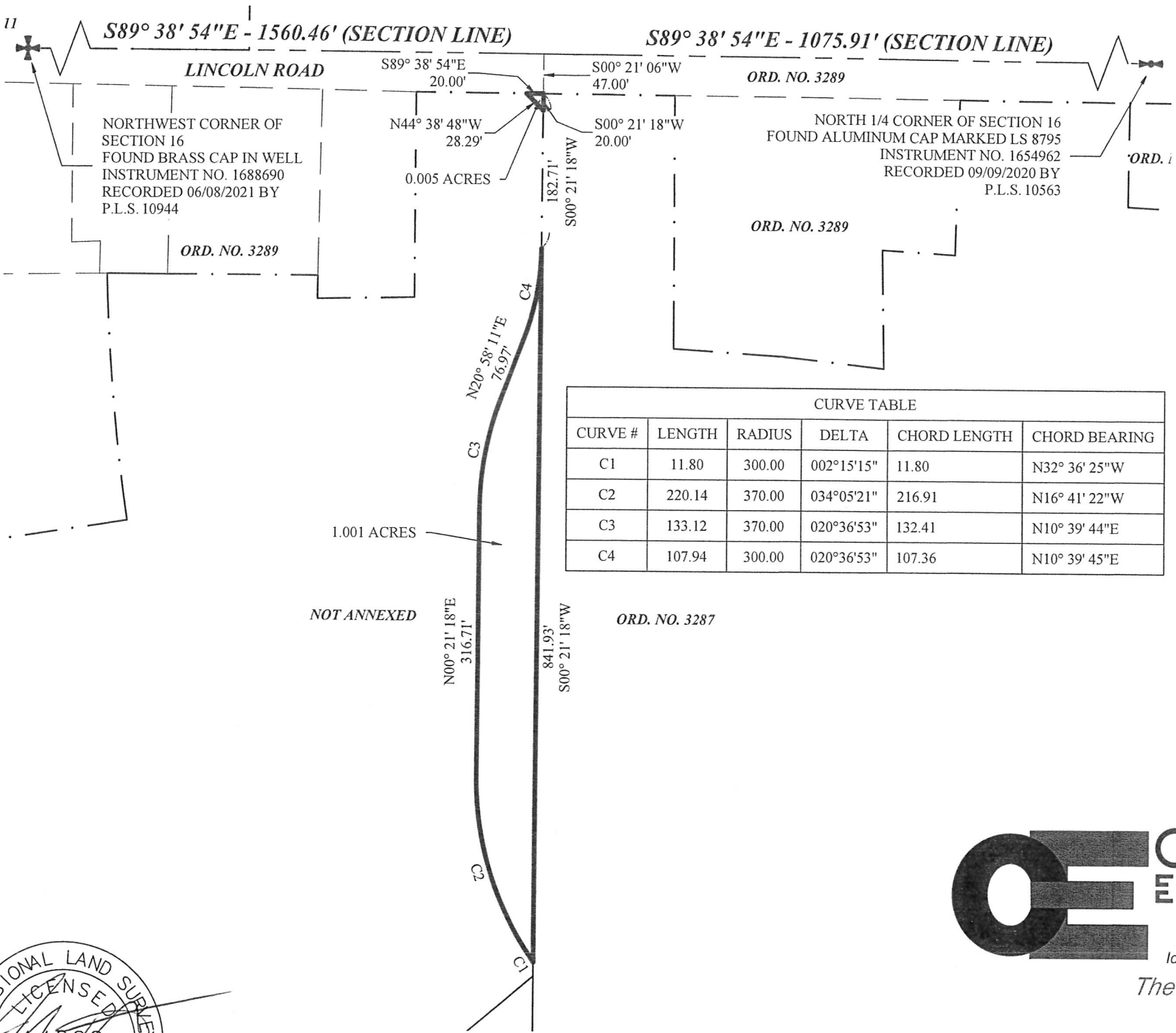


Overall Document Page Range: _____ of _____

ORIGINAL

CITY OF IDAHO FALLS
BONNEVILLE COUNTY

NORTHWEST 1/4 OF SECTION 16, T. 2 N., R. 38 E., B.M.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	11.80	300.00	002°15'15"	11.80	N32° 36' 25"W
C2	220.14	370.00	034°05'21"	216.91	N16° 41' 22"W
C3	133.12	370.00	020°36'53"	132.41	N10° 39' 44"E
C4	107.94	300.00	020°36'53"	107.36	N10° 39' 45"E



CONNECT
ENGINEERING

The Civil Connection

2295 N Yellowstone Hwy Unit #6
Idaho Falls, ID 83401 208.681.8590

The Civil Connection

ANNEXATION ORDINANCE NO. _____

ANNEXATION IN A PORTION OF THE NW 1/4, SECTION 16, T. 2 N., R. 38 E., B.M.

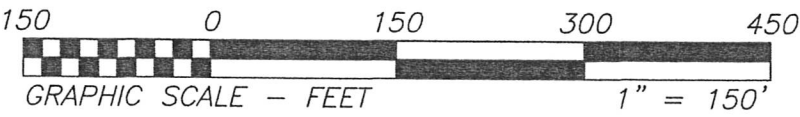
COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 20.00 feet; thence N 44° 38' 48" W for a distance of 28.29 feet to a point on a southerly boundary of City of Idaho Falls Annexation Ordinance No. 3289; thence S 89° 38' 54" E along the south boundary of said Annexation Ordinance No. 3289 for a distance of 20.00 feet to the TRUE POINT OF BEGINNING. Described boundary contains 0.005 acres, more or less.

Also including the following described portion:

COMMENCING at the Northwest Corner of Section 16, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S 89° 38' 54" E along the north line of said Section 16 for a distance of 1560.46 feet; thence S 00° 21' 06" W for a distance of 47.00 feet to the northwest corner of City of Idaho Falls Annexation Ordinance No. 3287; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 182.71 feet, said point being the TRUE POINT OF BEGINNING; thence S 00° 21' 18" W along the west boundary of said Annexation Ordinance No. 3287 for a distance of 841.93 feet to the beginning of a non-tangential curve, said curve turning to the left through 02° 15' 15", having a radius of 300.00 feet, an arc length of 11.80 feet, and whose long chord bears N 32° 36' 25" W for a distance of 11.80 feet to a point of reverse curve, said curve turning to the right through an angle of 34° 05' 21", having a radius of 370.00 feet, an arc length of 220.14 feet, and whose long chord bears N 16° 41' 22" W for a distance of 216.91 feet; Thence, N 00° 21' 18" E for a distance of 316.71 feet to the beginning of a curve, said curve turning to the right through 20° 36' 53", having a radius of 370.00 feet, an arc length of 133.12 feet, and whose long chord bears N 10° 39' 45" E for a distance of 132.41 feet; thence N 20° 58' 11" E for a distance of 76.97 feet to the beginning of a curve, said curve turning to the left through an angle of 20° 36' 53", having a radius of 300.00 feet, an arc length of 107.94 feet, and whose long chord bears N 10° 39' 45" E for a distance of 107.36 feet to the TRUE POINT OF BEGINNING. Described boundary contains 1.001 acres, more or less.

RECORDED WITH THE BONNEVILLE COUNTY RECORDER'S OFFICE AS

INSTRUMENT NO. _____



SHEET 1 OF 1

1/4	SEC	T	R
<input checked="" type="checkbox"/>	16	2N	38E

TITLE

DATE: 02/04/22

PROJECT:

QUAIL DRIVE SOUTH ANNEXATION

DRAWN/CHK BY: PS/JS

21284/T2NR38E/S16



BADGER

AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF LC, LIMITED COMMERCIAL ZONE OF APPROXIMATELY 1.001 ACRES IN NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF BENTLEY WAY, EAST OF N WOODRUFF AVE, SOUTH OF LINCOLN RD, WEST OF N 25TH E.

WHEREAS, the applicant filed an application for annexation on January 17, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 1, 2022; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on March 31, 2022; 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 1.001 acres generally located north of Bentley Way, east of N Woodruff Ave, south of Lincoln Rd, west of N 25th E.
3. The Comprehensive Plan designates this area as Mixed Use Centers and Corridors.
4. The proposed zoning is LC, Limited Commercial is consistent with the Comprehensive Plan map and policies and existing zoning in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the subject property to LC, Limited Commercial.

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 _____, 2022

Rebecca Casper - Mayor

Memorandum

File #: 21-443

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, March 8, 2022
DEPARTMENT: Community Development Services

Subject

Public Hearing - Planned Unit Development (PUD) and Reasoned Statement of Relevant Criteria and Standards, Aspen Point PUD.

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☒ Public Hearing
- ☒ Other Action (Approval, Authorization, Ratification, etc.)
1. Approve the Planned Unit Development for Aspen Point PUD as presented (or take other action deemed appropriate).
 2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Aspen Point PUD 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 PUD and Reasoned Statement of Relevant Criteria and Standards for Aspen Point PUD. The Planning and Zoning Commission considered this item at its July 20, 2021, meeting and voted 5 to 1 to recommended approval of the PUD with the condition that the developer confer with the City Engineer regarding a turn lane on the west side of the property from Sunnyside.

Alignment with City & Department Planning Objectives



Consideration of the PUD 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 PUD plan has been reviewed by Engineering, Fire, Parks, Planning, Sanitation, Sewer, and Water Divisions.

Fiscal Impact

NA

Legal Review






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

Legend

















 Aspen Point
 Street Names

 City Limit

Overlays

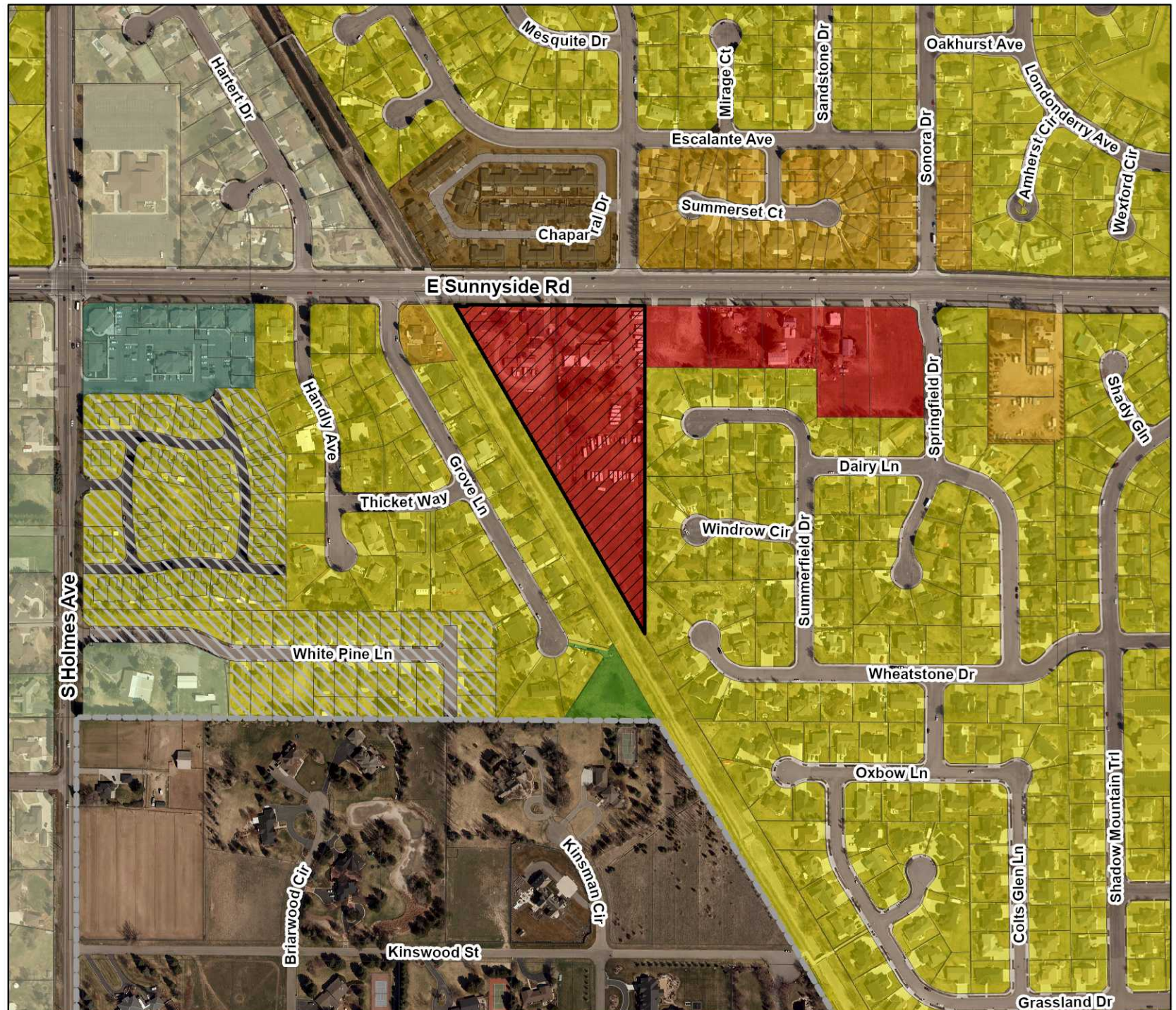
 PT
 PT&T-1
 PUD
 T-1
 T-2

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





z:\projects\2021\12\147 aspen point - monarch\3.0 design\3.1 cad\3.12 preliminary\2019 aspen point pad (preplot).dwg
File Location:
Date Plotted:
Tuesday, February 15, 2022, at 03:03 PM



Designed By:

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



BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS S.89°42'28\"/>

LAND USE NOTES:

CURRENT ZONE = LC
PROPOSED USE = MULTI FAMILY
TOTAL PROJECT AREA = 6.788 ACRES

TOTAL OPEN SPACE PROVIDED = 75,454 SF (25.6% OF TOTAL SITE EXCEPTING BUFFER AREAS)

TOTAL PARKING AREA PROVIDED = 88,105 SF
LANDSCAPING WITHIN PARKING AREA = 24,600 SF (27.9% OF TOTAL PARKING AREA)

LANDSCAPE TREES ALONG SUNNYSIDE ROAD TO BE SPACED 40' APART
LANDSCAPE TREES ALONG EAST BOUNDARY TO BE SPACED 20' APART (EVERGREENS ONLY)

STANDARD OPEN SPACES=198
HANDICAP STALLS PROVIDED=4
GARAGE SPACES PROVIDED=78

UNIT SUMMARY
TOWNHOME UNITS (7) (ALL WITH GARAGES)
40 TOTAL UNITS (24-4 BEDROOMS AND 16-3 BEDROOMS)

2 LEVELS-BUILDING HEIGHT = 24'
CONSTRUCTION TYPE= V-B

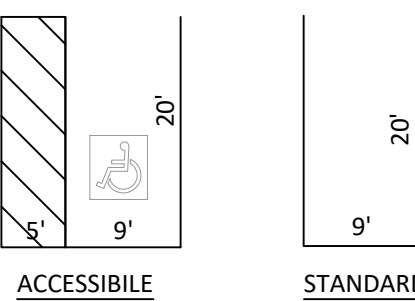
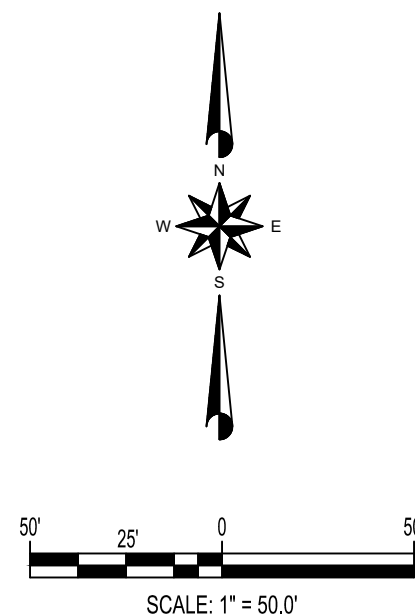
CONDOMINIUM UNITS (4)
96 TOTAL UNITS (12-2 BEDROOMS AND 12-3 BEDROOMS IN EACH BUILDING)
3 LEVELS-BUILDING HEIGHT = 32'
CONSTRUCTION TYPE= V-B

NOTES:

- ALL STORM WATER WILL BE RETAINED ON SITE.
- TRASH ENCLOSURES WILL NOT REQUIRE ENCLOSURE DOORS.
- ALL BUILDINGS WILL BE REQUIRED TO HAVE AN NFPA 13R FIRE SUPPRESSION SYSTEM.
- ALL ACCESS ROUTES ARE TO BE DESIGNATED FIRE ACCESS. NO PARKING SIGNS WILL BE REQUIRED AS NEEDED AT THE FIRE CODE OFFICIALS DISCRETION.
- THE RELOCATION OF THE STREET LIGHT JUNCTION BOX, CONDUIT, CONDUCTOR AND FOUNDATION IS THE DEVELOPERS RESPONSIBILITY. CONTACT IDAHO FALLS POWER FOR ASSISTANCE.

LEGEND:

- SECTION CORNER
- BOUNDARY CORNER
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- FENCE AS NOTED
- WATER LINE
- EXISTING WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- EXISTING SEWER MANHOLE
- IRRIGATION CONTROL BOX
- EXISTING POWER POLE
- LIGHT POLE
- ELECTRIC BOX
- RISER CABLE TV
- SIGN
- EXISTING ASPHALT
- DRAINAGE FLOW
- GRADE BREAK
- NEW SEWER PIPE
- NEW WATER PIPE
- NEW UNDERGROUND POWER
- NEW ASPHALT



TYPICAL PARKING

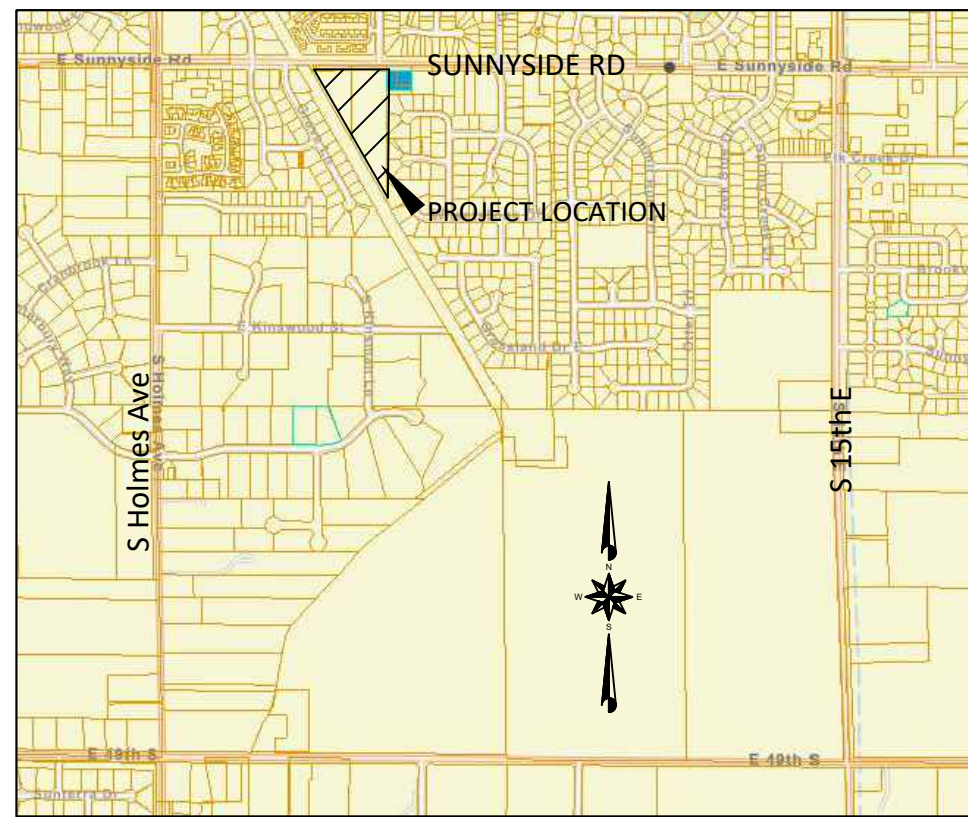
NOT TO SCALE

ENGINEERING DEPT.
SEWER FRONT FRONTAGE 570 FT.
WATER FRONT FRONTAGE 570 FT.

NOTES

- The address shall be posted and maintained on every job site prior to and during construction. **NO ADDRESS = NO INSPECTION.**
- A **Site Plan** including a completed City review block shall be on the job site at all times during construction.
- Any changes to this site plan shall be submitted to the City of Idaho Falls Community Development Services Department for approval prior to construction.
- Failure to comply** with the requirements of this plan may result in the City withholding building permits, certificates of occupancy, water or electrical service.
- Approval of the City Engineer** is required for any proposed construction within a public right-of-way or easement and shall be in accordance with the **current City of Idaho Falls Standard Drawings and Specifications**.
- A **City of Idaho Falls Public Works License** is required for any contractor working in a public right-of-way or easement.
- A **Public Right-of-Way Use Permit** is required for any work in any public right-of-way or easement. The City Engineering Division must be notified at least two (2) days prior to any excavation under this permit (208-612-8250).
- Placing Concrete** within the public right-of-way requires inspection and approval by the City Engineering Division. The Division shall be notified at least four (4) hours prior to placing (208-612-8250).
- All **Driveway Approaches** shall be concrete and meet the requirements of the current City of Idaho Falls Standard Specifications and Drawings. All driveways and parking areas shall be hard surface.
- Replace** all broken or poor quality curb, gutter, and sidewalk.
- Remove** all unused driveway approaches and replace with standard full height curb, gutter and sidewalk.
- A Licensed Idaho Professional Engineer shall inspect, certify to City Standards, and prepare "As-built" drawings for all **Water, Sanitary Sewer and Storm Sewer Main Lines**.
- All **Water Service Lines** less than four (4) inches and **Sanitary Service Lines** less than eight (8) inches shall be inspected by the City Wastewater Division prior to backfilling (208-612-8108). All 4" and larger taps to existing City water mains shall be inspected by the City Water Division (208-612-8471) prior to backfilling. Verification of a passing bacteria test for the installation of all new water mains 4" and larger in diameter must be submitted to the City Engineering Division prior to placing mains into service.
- Pursuant to IDAPA 58.01.08, all new construction shall install provisions for a water meter to capture domestic and landscape irrigation uses. Provisions shall be installed per City of Idaho Falls Standard Drawings and Specifications - Drawings IF-401A through IF-401F. Water meters are required on all non-residential construction as well as common landscaped areas. Residential construction must install an idler in place of water meter. Meters or idlers must be on approved material list and may be purchased from the Water Division warehouse (208-612-8474).
- Fire flow** and **access road requirements for commercial buildings** are based on building construction type, height, and total square footage of all floors. This information must be provided on the site plan.
- Private fire service water mains** shall be installed by a city licensed fire sprinkler contractor. Fire service mains must be tested and approved by the Fire Marshal prior to backfilling.
- All **Electrical Facilities**, including new services or the relocating of existing, shall be in accordance with the current Idaho Falls Power Service Policy. Service Policy available at I.F.P. office or I.F.P. website. The developer must submit two (2) copies of these plans directly to Idaho Falls Power for the design and/or approval of electric service. Contact Idaho Falls Power prior to construction of electrical facilities (612-8430).
- All single-family attached dwellings shall have separate electrical, water, and sewer service lines without any common facilities.
- Appropriate erosion and sediment control requirements associated with construction shall be shown on the Site Plan or a separate attached plan.
- In compliance with Idaho Code § 55-1613 a field search and location survey has been conducted under the direction of a professional land surveyor prior to this project's construction.

VICINITY MAP



CITY OF IDAHO FALLS APPROVAL

Revision 2/2018

Approved _____ Date _____
City of Idaho Falls

PROPERTY LEGAL DESCRIPTION

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
LOCATED IN THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 2 NORTH, RANGE 38 EAST,
BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO

IMPROVEMENT DRAWINGS CONTACT PERSON

NAME _____
ADDRESS _____ ZIP _____
PHONE _____

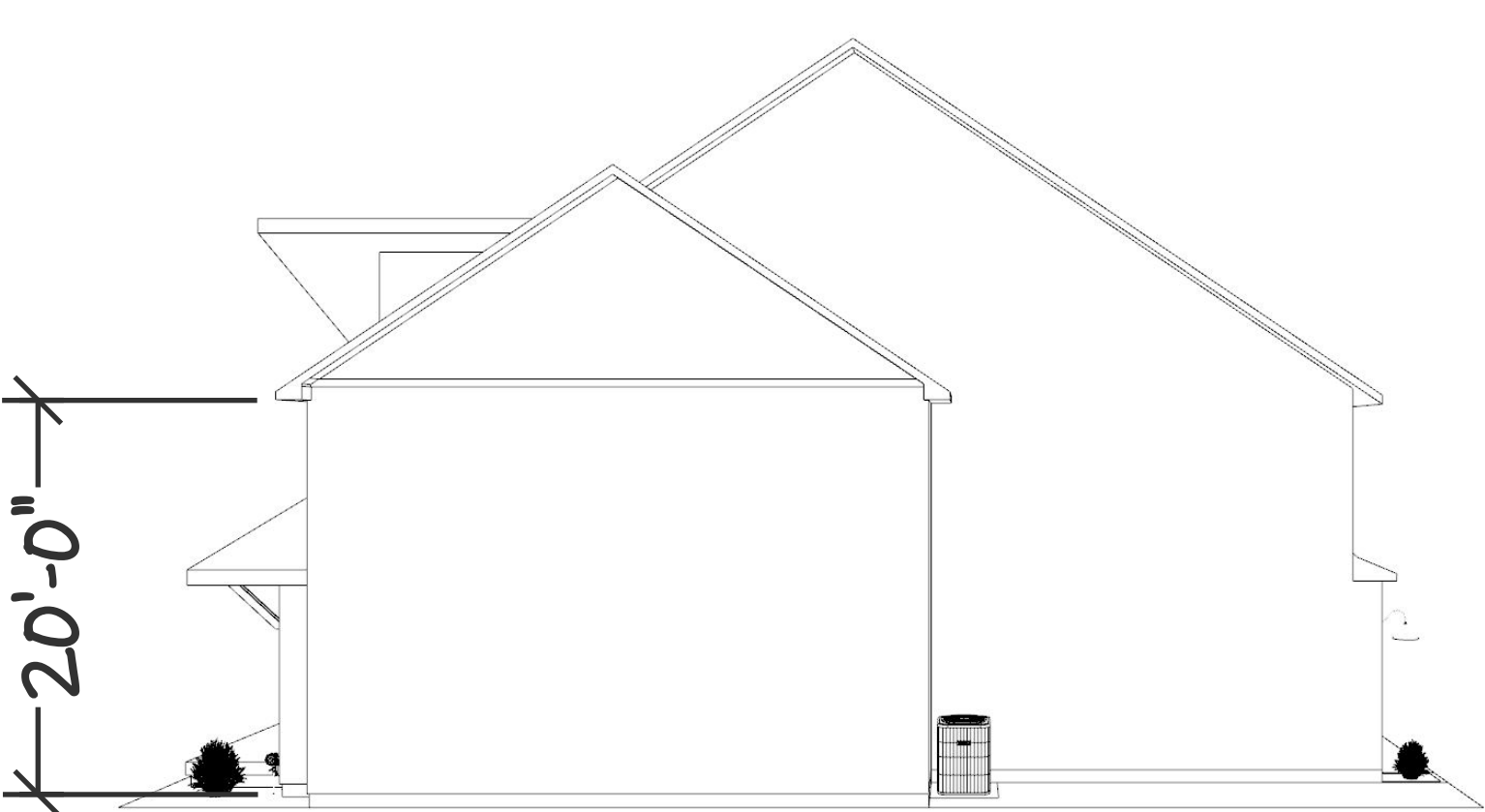
ASPEN POINT PLANNED UNIT DEVELOPMENT

FILE NO. 20192	DRAWN BY: R. JORDAN	DATE PLOTTED: 2/15/22	SHEET NO. 1 of 1
SCALE: 1"=50'	CHECKED BY: K. ROLAND	REVIEW NO.: ---	

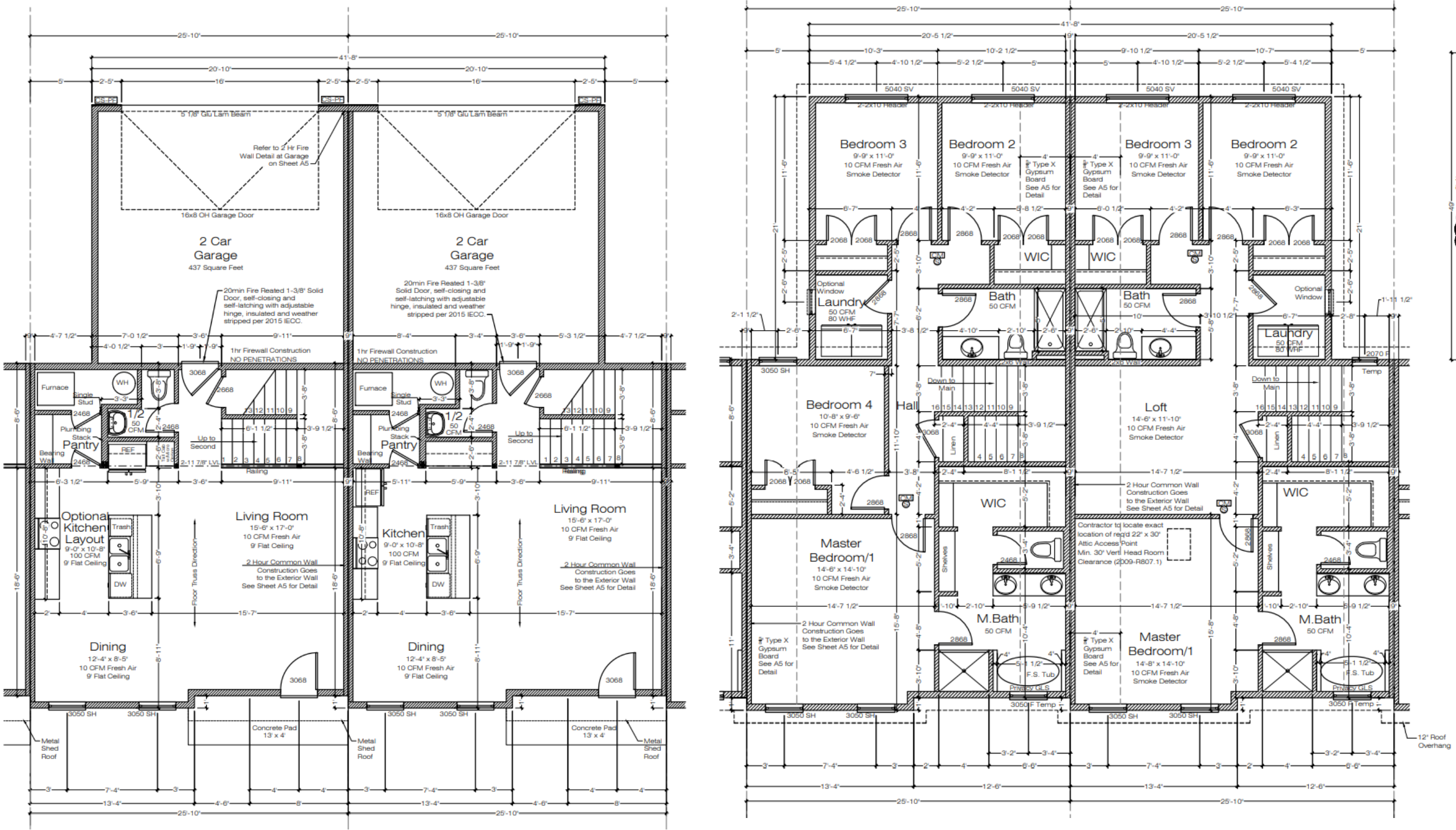
ASPEN POINT TOWNHOMES



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

STAFF REPORT
Planned Unit Development
Aspen Point
March 31, 2021



Community
Development
Services

Applicant: Eagle
Rock Engineering

Project Manager:
Naysha Foster

Location: Generally
located north of
Kinswood St, east of
Grove Ln, south of E
Sunnyside Rd, west of
Summerfield Dr.

Size: 6.78 acres

Units: 138

Existing Zoning:

Site: LC
North: R3
South: R1
East: R1
West: R1

Existing Land Uses:

Site: Commercial/Res
North: Res/Multi-Fam
South: Res/Single-
Fam
East: Res/ Single Fam
West: Res/Single Fam

Future Land Use

Map:

Old: Planned
Transition

New: Suburban

Attachments:

1. Maps
2. Aerial photos
3. PUD Site Plan
4. Elevations
5. PUD Standards

Requested Action: To approve the Planned Unit Development (PUD) of Aspen Point.

History: This property was annexed in 2018 as a category “B” annexation and initial zoning of LC. The property was part of a City-wide initiative to annex multiple properties receiving city services or enclaved. The property is in the process of being platted. The final plat was recommended for approval by the Planning & Zoning on February 16, 2021. It will go to City Council once technical reviews are finished.

Staff Comments: The application for the proposed PUD was submitted on May 26, 2021. The proposed PUD consists of 138 total units. There are six buildings of two-story townhomes (42) and four three story buildings with condominiums (96). There are no building height restrictions in the LC (R3A) Zone unless it is adjacent to a residential zone. In this case the Idaho Canal is its own lot, therefore it is not considered adjacent to a residential zone and acts as additional 100-foot buffer.

The proposed amenities include sidewalks throughout the PUD that connect to the City’s walk path along the south side of Sunnyside, a dog park and a playground. The proposed PUD meets the 25% landscape requirement with 25.6%. Per section 11-2-6 (W)(8), the storm retention pond is included in the 25% common space calculations because it will include the playground. The landscape strip contiguous to the street will be 10 ft. and will include trees every 40 ft. on center and grass or other ground cover as required by the Zoning Ordinance. The developer is planning to construct the PUD in two phases. Phase one will consist of the townhomes parking and amenities. Phase two will include the condominiums. The allowed density in the LC zone for residential is 35 units per gross acre. The allowed density would be 237 units. The developer is proposing 19 units per gross acre. The townhomes will have 2 car garages providing a total of 78 garage spaces.

Staff Recommendation: Staff, as well as the Planning and Zoning Commission recommend approval of the PUD. The PUD conforms to the requirements outlined in section 11-26(W) of the Zoning Ordinance.

PUD Standards	Staff Comments
Siting Requirements: Minimum site size shall be two (2) acres.	The PUD consists of 6.78 acres. The minimum site size for a PUD shall be 2 acres. Section 11-2-6(W).
Regulations and Uses: Function as an overlay zone, all regulations and uses shall be the same as the underlying zoning district unless modified as part of the PUD.	The underlying district is LC. The LC (R3A for residential) use and standards shall govern the project.
Unified Control:	The PUD will include a Home Owners Association.
Density: The residential density in the LC with a PUD is 35 units per gross acre.	The allowed density would be 35 units. The developer is proposing 19 units per gross acre.
Location of Buildings and Structures: The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height	There are no building height restrictions in the LC (R3A) Zone, unless it is adjacent to a residential zone. In this case the Idaho Canal is its own lot, therefore it is not considered adjacent to a residential zone and acts as additional 100 foot buffer.
Arrangement and Design: Residential buildings include a high quality of design and should be separated and arranged to provide for private space in addition to common areas.	The arrangement of the townhomes will provide some private space, but also be open to the common areas.
Landscaping: All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.	All non-hard surfaced areas are proposed to be covered by landscaping.
Common Space: All PUDs shall provide common and landscaped areas. Not less than twenty five percent (25%) of the gross area of a PUD shall be designated and maintained as common space.	The proposed PUD meets the twenty five percent requirement. The proposed landscape area is 25.6%.
Amenities: PUDs shall provide amenities in addition to the common space required by this Section. The number and size of the amenities should increase as overall acreage and scale of the development increases.	This development would be required to have two amenities. The developer is proposing 3; a dog park, playground and connectivity of sidewalks within the PUD to the Public walk path along Sunnyside.
Pedestrian System: Walkways shall form a logical, safe, and convenient system for pedestrian access to all structures and amenities.	The PUD will provide sidewalks within the development.
Phasing:	Construction is proposed to be completed in two phases.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through parks, open spaces and streets. (p. 40)

A park sufficient to meet neighborhood needs shall be provided to serve residential development. (pg. 40)

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

Zoning:

11-6-3: APPLICATION PROCEDURES.

(1) Application Procedures for a Planned Unit Development (PUD).

(8) Approval of the PUD shall expire if no effort is made to complete the PUD within eighteen months from the date of Council's approval of the development plan.

11-2-6: (W) Planned Unit Development (PUD).

(1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:

- (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
- (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- (c) Achieve a compatible land use relationship with the surrounding area.
- (d) Promote redevelopment and reuse of previously developed property.
- (e) Encourage development of vacant properties within developed areas.
- (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
- (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
- (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
- (j) Ensure appropriate phasing of development and amenities.

(k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.

(2) Allowed Uses.

(a) All uses allowed in the underlying zone.

(b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:

(i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.

(ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.

(iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.

(3) General Requirements.

(a) Unified Control. The development site of a PUD shall be under unified ownership or control and shall be planned as a whole so all landscaping, off -street parking and other common areas can be properly maintained.

(b) Establishing Additional Standards. In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.

(c) Applicability of Other Regulations. Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specifications and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.

(d) Approval Process. The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.

(4) Dimensional Requirements. Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:

(a) PUD Size. The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council finds is redeveloping or provides a public benefit or amenity.

(b) Lot Size. There shall be no minimum lot size.

(c) Density.

(i) The maximum density allowed in residential zones is set forth in Table 11-2-4

Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

- (ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.
- (iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.
- (d) Setbacks shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.
 - (i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.
 - (ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.
- (e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.

(5) Landscaping and Buffering.

- (a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.
- (b) Landscape plans shall be submitted as part of the PUD application.
- (c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft²). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.
- (d) Alternate tree spacing can be requested as part of the PUD, but shall not reduce the total minimum number of trees required.
- (e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.
 - (i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and
 - (ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').

(7) Streetscapes.

- (a) All PUDs shall have frontage on a public or an approved private street.
- (b) The development shall provide safe, inviting, and attractive streetscapes.
- (c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.
 - (i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.
 - (ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.
- (d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any Street.

(8) Common Space. All PUDs shall provide common space and landscape areas as follows:

- (a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.
- (b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.
- (c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.

(9) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

- (a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.
- (b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.
- (c) PUDs shall provide at least one (1) of the following amenities:
 - (i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.
 - (ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.
 - (iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.

- (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
- (v) Water features, sculptures or work of art.
- (vi) Private streets that include landscaped medians.
- (vii) A drainage facility developed with additional physical amenities beyond open space.
- (viii) Similar amenities which reflect the purposes of this Section as approved.

(10) Pedestrian system.

- (a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.
- (b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

(11) Phasing. Phasing of development and associated public and private improvements is permitted, subject to an approved phasing schedule. Phased development shall be considered with the initial PUD approval process and a phasing schedule shall be approved as part of the development plan. Proposed amenities shall be constructed with the first phase or approved according to the phasing schedule, provided that a majority of the improvements occur within the first phase. Upon approval of the development plan and schedule for all phases of the PUD, each phase of the development may occur in accordance with the review and approval procedures, as specified by this Code.

From: [Kerry Beutler](#)
To: [Naysha Foster](#)
Subject: FW: Comments for project PUD21-004
Date: Monday, July 19, 2021 9:55:06 AM
Attachments: [image001.png](#)
[image003.png](#)

Naysha,

Will you please respond. Thanks

...a Plan to Move Idaho Falls Forward Together
<https://www.idahofallsidaho.gov/1609/Imagine-IF>



Community Development Services Department
Kerry Beutler | Assistant Planning Director

680 Park Avenue
Idaho Falls, Idaho 83402
Work: (208) 612-8278
kbeutler@idahofallsidaho.gov

From: choiten@hotmail.com <choiten@hotmail.com>
Sent: Saturday, July 17, 2021 3:39 PM
To: Kerry Beutler <kbeutler@idahofalls.gov>
Subject: Comments for project PUD21-004

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Beutler,

My name is Yong-Joon Choi owner of 845 Windrow circle, Idaho Falls. My home is indicated as the Lot 20 in the map of the PUD21-004, which one of closest neighbor of the Aspen Point. In case, I'm not able to attend the meeting, I'd like to propose comments on the project:

1. The plan says 15ft of setback between townhouse unit to the fence, and plant evergreen tree with 20ft spacing.
 - a. I'd like to know the city regulation about 15ft setback. Distance from my house to

townhome unit will be only 40ft.

- b. I'd like to know what kind of tree with what height will be planted.
 - c. As far as I know, evergreen trees need at least 10ft of surrounding spacing. The plan says 6ft of setback for tree to the fence. I feel it's too close.
 - d. I'd like to have written testimony on tree planting and management plan
2. I'd like to know if there is any security camera and light installment plan. If not, I would strongly recommend especially at behind the townhome and condominium units.
3. The plan says there will be white vinyl fence, which my home currently has. I'd like to know if the developer would like to replace my fence.
- a. There is fence door from my property to the developing Aspen Point. I showed this to the developer already. I'd like to know the plan.

Best regards,

Y-J Choi

July 20, 2021

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Arnold Cantu, Joanne Denney, Lindsey Romankiw, Margaret Wimborne, Gene Hicks, George Morrison.

MEMBERS ABSENT: Natalie Black

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, 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: Wimborne moved to approve the Minutes from July 6, 2021, Denney seconded the motion and it passed unanimously.

Public Hearing (s):

2. PUD 21-004: PLANNED UNIT DEVELOPMENT. Planned Unit Development for Aspen Point.

Dixon opened the public hearing.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Drive, Idaho Falls, Idaho. Roland represents Concordia Development. Roland stated that they are proposing a Planned Unit Development on 6.78 acres, with 138 units, 6 buildings of 2 story townhomes consisting of 42 units, and 96 condominium units on the property. Roland stated that they have 25.6% landscaping on the property which meets the landscaping requirements. Roland stated that the townhomes will have 2 car garages which will provide 78 garage spaces in the project. Roland stated that everything else meets the City Codes and requirements

Wimborne stated that the proposed density is lower what would have been allowed in the zone, and Wimborne asked why they asked for a PUD. Roland stated that there is a mixture with the townhomes and condos, and they will be keeping some of them and selling some, so that is why the PUD.

Dixon clarified that there are no public streets within the PUD and one access onto Sunnyside. Roland agreed that there is one access to Sunnyside and another access that ties to the property to the east that would have a shared access agreement. Dixon asked how many stories the condos are. Roland indicated that they are 3 stories and twin homes are 2 stories. and there is no height restriction in this zone.

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

Wimborne asked if there are 4 – 3 story buildings on the condominiums, so there would be 22 units per building. Foster indicated that there are 24 units.

Morrison doesn't think the sidewalk to the street is an amenity. Dixon confirmed that the requirements is only 2 amenities, so they are still covered. Foster stated that Section 11-2-6 of the Ordinance does allow that to be an amenity.

Hicks asked about the parking and stated that there are 76 garage spaces but 96 apartments. Hicks asked if there is adequate 2 car parking for every unit in the development. Foster indicated that they meet the minimum standard that is required. Hicks stated that parking is a problem all over the City and he thought there was an understanding that there would be 2 car parking for any and all buildings, whether townhomes, single homes, or condos. Foster reiterated how the ordinance is written for parking with 1 stall for 1 bedroom and 2 stalls for 2 or more. Hicks indicated that based on that he will vote no.

Dixon asked how many total parking spots. Foster stated that there are 78 garage spaces, but she didn't list the number of other spaces. Foster deferred to applicant.

Brant Bonnett, 940 South 5th West, Rexburg, Idaho. Bonnett stated that each of the townhomes has a 2-car garage parking space that is attached, with 42 townhomes currently planned so 84 total parking spaces that are garaged. Bonnett stated that the rest of the development meets the minimum standard for the Code. Bonnett pointed out that the condo project has a blended type of produce so it is 2 and 3 bedrooms, and they would all need 2 parking spaces per unit, which has been met. Bonnett and Roland believe there are 274 parking spots.

Foster reiterated that the applicant stated that there are 2 stalls per unit. Dixon again reiterated that there are 2 parking spots for every unit and the applicant stated that it is 274 spots, and the staff notes indicate 138 units, which would require 276 stalls, so they are 2 short, unless it is counted wrong.

Dixon confirmed and Foster agreed that there is not parking behind the garages or driveways on the units with garages.

Support/Opposition

Carl Robison, 865 Summerfield Drive, Idaho Falls, Idaho. Robison recently moved to Idaho Falls. Identifies as a Country bumpkin. Robison feels that 274 parking places and 40" of snow a year there will be a snow removal problem. Robison feels that they need to consider traffic issues with one exit onto Sunnyside. Robison stated that there is an abundance of rodents living in the trees, and from a health perspective, has any consideration been given to rodent control. Robison has lived in Portland, OR for 22 years and has seen how Portland has stacked people like cord wood in apartments and high density dwelling and he has seen what it has done to streets and people and the crime rate, and Robison hopes that they have considered the impact that this development will have on crime with having that many people together in confined spaces. Robison is satisfied that this does meet the dwelling requirement for density but suggested that the Commission might reconsider that statute from a density perspective in a future date. Robison asked them to consider garbage disposal and collection. Robison asked if they have considered cost benefit, with how much is this development going to cost the City and what is going to be the benefit and as a taxpayer, how much does he have to bear. Robison stated that through his calculations he projects that the developer will make approximately 6 million dollars. Robison hopes the City has taken that cost benefit into consideration and they won't put the cost burden of this development on the citizens of Idaho Falls.

Carl Parise, 3619 Grove Lane, Idaho Falls, Idaho. Parise has lived in Idaho Falls since 2015. Parise stated that this project has 136 units so that would mean that there would be about 300

people living on 6 acres and that will impact his neighborhood and change it from low density like it is now to high density. Parise is concerned about the impact of the traffic, privacy, and safety of his neighborhood, especially during summer months. Parise stated that traffic will have approximately 300 cars leaving the development around 8 a.m. and coming back around 5 p.m. so the City needs to address the increase in traffic. Parise stated that getting out from Grove Lane there is hard, and more people would increase the likelihood of a car accident. Parise asked the Commissioners if this concern can be addressed. Parise stated that privacy and safety during the summer months is a concern, and the project doesn't show any fencing on the canal side. Parise stated that he has seen a lot of kids enjoying jumping in the canal during the Summer and not having a fence on the canal side would increase the risk of drowning for a kid that would live in the development. Parise asked if the trees that are along the canal on the west side of the property will be preserved. Parise stated that the Russian olive trees provide a nice privacy for the people living on Grove Lane. Parise stated that the density of the neighborhood will be increased and that will likely increase the discomfort of people living there with increased traffic, noise, and privacy violations. Parise asked how the City will keep proper maintenance on the infrastructure. Parise stated that the last 5 years they have seen the taxes increase 40% and have seen a reduction of the quantity and quality of the maintenance of the neighborhood, especially the retention pond in their neighborhood.

Dixon asked staff if the green space is Parise's neighborhood would be governed by an HOA. Beutler is unaware of a green space that would be covered by HOA, but he is not certain which green space is being referred to. Dixon asked if the canal is elevated and knowing what the canal looks like will be helpful to see if it provides a buffer. Foster showed pictures. Dixon asked if residential to residential has any buffering requirements. Foster stated that there is no buffering because the canal has 100' right of way. Foster stated that the extra height restrictions don't apply because the canal is its own parcel, so it is a parcel between this development and the neighbors to the west. Dixon asked about the neighbors to the east. Foster stated that the townhomes do not require extra buffering.

Michael Griffin, 3385 Grove Lane, Idaho Falls, Idaho. Griffin built on Grove Lane 20 years ago (2001). Griffin chose that property because they didn't think anyone would build behind them, and now they will have 3 story apartments looking into their backyard. Griffin stated that even though it complies with the City Code, the residents currently there will lose privacy in their yard and value to their property and Griffin wants to know how he will be compensated. Griffin stated that a town hall meeting in April was a different plan proposed. Griffin stated that the plan has changed since they talked to the neighborhood. Griffin stated that there were 2 buildings on the canal and 2 condos on the canal and the other 2 were inside the triangle, and now there are 3 buildings on the canal which will decrease the privacy even more. Griffin asked if there have been traffic studies done on Sunnyside. Griffin stated that the parking meets the minimum requirements, but what about visitor parking. Griffin feels there should be space for visitors in the parking lot. Griffin is concerned with the single entrance to Sunnyside, along with another entrance at a later date, and Griffin wanted to know what that entrance will be. Griffin also asked about the school bus pulling into the complexes to get kids, or does it stop on Sunnyside and back up traffic.

Dixon asked if a traffic study is needed for this development. Foster stated that this has been reviewed by the Engineering Department and they do not require a traffic study, and that is triggered at 200 trips per hour, and the Engineer did not feel there was one needed. Dixon asked

if there is a deceleration lane included. Foster indicated that there is not one at this point and no restriction on left turn. Dixon asked what the practice is on major arterials for School Buses. Foster indicated that is up to the School District.

Julie Lawson, 338 E Sunnyside, Idaho Falls, Idaho. Lawson lives the same distance from Holmes as the canal, and that adds to her concern about the traffic. Lawson has issues going in and out of her driveway. Lawson indicated that she feels there needs to be a traffic study done as traffic has increased down Sunnyside, and the east and west corridors across town are lacking, with Sunnyside and 17th extremely busy, and people are now starting to use 25th Street which is a neighborhood going 25 mph. Lawson was a teacher at Edgemont and their bus stops at the daycare center on Sunnyside 4 times a day. Lawson stated that a bus stopping at the day care for 30 kids will be different than the number of children that will need buses in 138 units, and Lawson doesn't feel a bus should stop on Sunnyside anymore if this development goes forward. Lawson stated that the community depends on the Commission to be their advocates to create a safe environment for travel. Lawson stated that 49th and 65th are only one way each direction and there is a lot of traffic and accidents happening. Lawson stated that the southern corridor from Sunnyside south has not been improved and there is a factor that needs to be considered regarding getting some of those improvements taken care of before they are overwhelmed with more people wanting to come to Idaho Falls.

Brett Rasmussen, 3433 Grove Lane, Idaho Falls, Idaho. Rasmussen stated the traffic is currently backed up on Sunnyside from 4 – 6 p.m. and during rush hour in the morning. Rasmussen stated that more cars trying to navigate in and out will be an issue. Rasmussen stated that somewhere in the zoning document it talks about residential neighborhoods, and they should be surrounded by other residential neighborhoods. Rasmussen stated that they currently live in an R1 residential neighborhood and when he moved in he didn't think anyone would build behind and if they did, they thought it would be other residences on the other side of the canal. Rasmussen is concerned that they are mixing high density housing with R3 housing with R1 housing. Rasmussen stated that he bought his property was for the privacy and trees along the canal, and he is concerned that what he has will be greatly eroded and he will no longer be able to see the sky in the morning, and watch the birds in the trees, but rather have a 3-story condominium in his back yard.

Dixon asked staff if per the Comprehensive Plan that talks about having higher density near major roads, does it indicate direct access onto arterials, or whether the access should go to a collector or does it say at all. Beutler indicated that the Comprehensive Plan and Ordinance reads that you can't have direct access from a single lot to an arterial, but you might on a large tract of land have access to an arterial. Beutler stated that the only access for this property is from Sunnyside and there is no alternative access to this property.

Declan Dietrich, 3370 Grove Lane, Idaho Falls, Idaho. Dietrich is concerned about traffic and the one entrance. Dietrich is unsure how they zoned the high-density property because he has lived in Idaho Falls for 30 years and all points of the compass has low density, and now they are going to put high density property right in the middle. Dietrich asked again how that got zoned. Dietrich talked about the amenities being ponds, but they are storm collection drains, and not amenities and they aren't used as amenities. Dietrich stated that he only sees 2 trash collection points for 134 units. Dietrich is concerned about the school bus. Dietrich stated that the school bus stops at the Day care on Grove Lane, and that is a quiet street, but getting kids out of 134

units on the bus will be a problem on Sunnyside. Dietrich again stated that the density next to this property is low compared to what is going in.

Jenni Griffin, 3385 Grove Lane, Idaho Falls, Idaho. Griffin echoed everyone else. Griffin asked about a reference to a side road to the east that will be an in and out. Griffin stated that it will go through a parking lot of a development for a bagel shop, and how can that be considered being an in and out road going through a parking lot.

Dixon asked staff if they can mention what cross access means and is the second access needed for emergency vehicles. Foster stated at this point there is no cross access, but rather a stub road to the east so when the eastern lot is developed that cross-access easement could go into place. Foster stated that fire does not require a secondary access because the condos are sprinklered. Dixon asked Foster to explain what cross access means. Foster stated that there would be an agreement between the property owner to the east and the developer or HOA for the access to extend into the property, shared use agreement, and that can be done with the plat, or it can be done in the future.

Randy Elwood, 3575 Grove Lane, Idaho Falls, Idaho. Elwood has lived on Grove Lane for 30 years and his house was the first in the development. Elwood said they dreamed of the time when Sunnyside would be 4 lanes, and now it is scary because it is 5 lanes. Elwood is concerned about the tree line on the east side of the canal and the developer has indicated that the intent is to leave the trees alone, and that will hide some of the condominiums on the other side of the canal, but Elwood doesn't think there is anything in place to prevent them from cutting trees once they get started. Elwood has heard that the top of the canal on the west side be turned into a bike trail with the intent of paving it in the future. Elwood stated that the presentation that the developers gave in April had a proposal at that time a possible bridge from the middle of the condominiums across the canal giving the homeowners on the other side access to the canal to walk or bike. Elwood stated that he is concerned that people would walk across the bridge, walk to Grove Lane where their car is parked and get out easier to Sunnyside.

Stephanie Anderson, 3619 Grove Lane, Idaho Falls, Idaho. Anderson stated that to the east of Grove Lane there is a small rise on Sunnyside to get over the canal, and it makes the people trying to get onto Sunnyside it makes it hard turning left onto Sunnyside, and if people are turning west out of the development that will make it hard for people to see and could cause an accident. Anderson is concerned about traffic backing up on Sunnyside. Anderson is concerned that the people parking at the condominiums and parking in the open that a small child could get away from a parent and into the canal before the parent could stop them. Anderson stated that she has heard that the City will be building a path along the canal, and also that the City could cut down the trees. Anderson stated that if the trees are cut there would be no privacy between the condos and the people on the other side.

 845 , **Idaho Falls, Idaho.** He sent an email to the developer. He wants to know about the tree planting plan that would be near his fence and what kind of trees will be planted. He also wants to know if there is a security camera behind the condominiums and suggested that would be good. He has a fence door to the area and the developer has agreed to replace the fences in the area, and he wants to know how they will treat his gate to the area.

Dixon stated that what they have in the staff notes doesn't give much detail that is visible, such as where the dumpsters are, is there landscaping between the buildings and the canal, can't see if

there is fencing or lighting, etc. Dixon asked for a better view of the project prior to it going to City Council.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho.

Roland stated that the City has a traffic Engineer and that is their specialty and the Traffic Engineer follow the BMPO in the City and County and they did not require that the developer needed a traffic study. Roland stated that the trash collection goes through the engineering department, and they have reviewed the site plan and they didn't have any comments on the site plan, and it will go through every department before approval and if they want anything added or changed the developer will meet those requirements. Roland stated that the property was zoned in 2018 as LC, and the developer is meeting every requirement in the LC Zone and they are going less density as they could go 35 units per acre, and they are only proposing 19 units per acre. Roland stated that they will likely have to trim some trees on the canal, but they don't intend to cut them down. Roland stated that the developer has flown a drone on the property and the trees are taller than the 3 story buildings on the property. Dixon asked if the trees are on the property or on the canal. Roland stated that the trees are both on the canal property and the subject property.

Dixon stated that this Commission is allowed to review where the dumpsters are and that is not just part of the staff review, so the fact that this Commission doesn't know where they are makes it hard for this Commission to review and that is the nature of requesting a PUD. Roland stated that they are shown on the site map even though it is hard to see.

Foster stated that the townhomes have actual garbage and there are two dumpsters for the condominiums.

Morrison asked if they had any discussions with the City about a right turn lane where that building abuts the sidewalk. Roland stated that they did not require a right turn lane on the access point, and it has not been discussed. Roland stated that if the City traffic Engineer would have required it, they would have commented on it.

Wimborne asked about the discussion regrading an earlier plan that included a bridge from the neighborhood across the canal into the Grove Street. Wimborne asked if that is still under discussion. Roland stated that they have never shown a bridge on the plan, but it was discussed, and the majority of the people didn't want a bridge going across the canal, so people didn't go that direction. Wimborne asked about fencing for the development landscaping.

Brant Bonnett, 940 South 5th West, Rexburg, Idaho. Bonnett stated that planning this parcel was a challenge with its odd shape, existing agreement requirements, 3 property owners that needed to be contacted. Bonnett stated that they are required to share an easement access with another parcel to eliminate the traffic on Sunnyside. Bonnett stated that they have had 6 meetings with most of the City staff members and have discussed this at length and one was held early on with all property owners that touch the project. Bonnett stated that they made early attempts to work with the Winters on the east and they had expressed they had a site plan and Bonnett agreed to work with the site plan and communications have ceased and they have now expressed a desire to not work with the developer. Bonnett stated that they are now pigeonholed, and they do not know what the long-term cross access will be but at some point, there will be a requirement mandated by the City for them to connect to the parcel and that access easement will allow for residents to access another point of Sunnyside. Bonnett has had several talks with the

City Engineer and planners regarding the difficulty in planning connectivity. Bonnett is considering moving the drive isle on the property, but the required separation of 300' from another proposed driveway made them put it where it currently is. Bonnett stated that they have looked at moving to the center and there are tradeoffs, and the decel lane doesn't shrink much wherever they move it, and it still comes into the same traffic patterns. Bonnett stated that the place they planned it is because there are no garages that people are backing out of and so visibility is much greater than being boxed in by a garage. Bonnett stated that they are considering and working with staff to lose a green space and put signage to make it a safe exit point. Bonnett stated that when they first looked at this project they looked at it like a business and part of their process was to consider the community, however the most profitable strategy was to plan the highest density and so the original plan had 4 story apartment complex with over under parking and they were able to meet all the code requirements and get 220 units on the site, and they had a buyer from Utah who was willing to pay for it, and before they exited with that strategy they decided the ramifications of long term use they didn't want to have their name attached to it and thought it would be a detriment to the Community. Bonnett stated that they have replanned the development for 100 less units than the original plan. Bonnett stated that there are traffic studies already in place and that the traffic study that was initially done would permit 5000 more vehicles before anything is changed. Bonnett is capable of requiring a right in right out at any time on this project and the developer has no opposition to that. Bonnett stated that they thought the uphill battle would be the people on the east side of the project, not the west side because the development is immediately next to them and they thought the canal would act as a buffer and the canal is at least 4' high from the base, and the trees act as a buffer and are taller than the building being proposed, and that is why they put the condos up against that side. Bonnett stated that they do not have plans to cut trees down where possible, but if for safety or other reasons they might have to. Bonnett stated that there is a legitimate concern for the safety of children and condos do house young families, so they are working with the landscaper to put fencing or adequate landscaping to deter the ability for children to access the canal. Bonnett stated that most of the property owners to the west of the project have gates that they access this property to get to the canal and walk the trail, and they had expressed interest in a foot bridge, so they proposed it to the meeting and that idea was nixed. Bonnett stated that there is currently a day care running out of Monarch Daycare and Bonnett texted the Grays and asked how many current enrolled students attend the daycare and they have 80 students which represents about 60% of the proposed density is already coming and servicing the daycare at peak hours of the day 8 and 5. Bonnett stated that the townhome project has their own trash cans and they are required by the CC&R's to store inside their garage and the remaining 96 units will be serviced by a total of 6 large dumpsters. Bonnett stated that the snow removal will be pushed all in one direction to multiple retention basins that are planned so the dog park will be a limited use in the winter due to snow. Bonnett stated that the townhomes each have a visitor parking space in between every single unit for guests, and the condos will likely not all have 2 cars. Bonnett hopes the school bus pulls into the development and the drive isles meet the requirements for fire code which would be larger than a bus, so the ability to pull through the project should be feasible.

Dixon asked about the fencing on the east side. Bonnett stated that they will be putting up fencing and they have spoken with most neighbors and the man who called in has a current gate opens from Bonnett's property into the adjacent property and the safety hinge is on Bonnett's property. Bonnett stated that if the neighbors want access as a short cut to the canal, they will

install fence and gates for neighbors and will turn the man who called in, turn his gate around. Bonnett stated that there is no legal vehicle for them to access the property, but there is an open agreement to let them access the property and other amenities.

Dixon asked about lighting plan for the development. Bonnett stated that the lighting for the property is on the actual buildings and the lights will be on a timer to light pathways. Dixon asked if the parking is lit. Bonnett stated that there will be lighting on the back sides of garages and on the backs of units that shine from the building to the street.

Beutler wanted to clarify processes. Beutler stated that he did verify the parking and his count shows 276 required parking spaces and the development proposes 283 parking spaces. Beutler stated that this property was zoned C2 and R2 in the County before it was annexed, and when it was annexed, it was given the LC designation which is similar to C2, so this property was always designated for commercial/higher density uses. Beutler stated that a traffic study wouldn't be utilized to limit density. The zoning designation has a minimum density that is allowed, and the traffic study would be used to determine if off site improvements would need to be made, such as turn lane restrictions or a decel lane. Beutler stated that Public Works and the City Engineer have reviewed this and have not seen the need. Beutler stated that there are limited access points on Sunnyside, and they are trying to maintain the spacing of the Access Management Plan, so having a single access with full turning movements to the property is safer than having multiple access points because it will centralize where the turning movements take place. Beutler stated that they have worked for years with the property owners to determine the appropriate access and shared access to make it all function and work and that is why the drive isle connection will be connected to the east so the properties can function as they develop.

Dixon asked if the Traffic Engineer physically went out and looked at the elevation of the canal and whether it presents a hazard for visibility. Beutler stated that the Engineer is very familiar with the crown of the road and the curvature of the canal. Beutler stated that they are not concerned, and the access location currently is going to be safer, and the only safer location would be to line it up with Chaparral across the street. Beutler stated that the property owners were unwilling to work together as a group with the 10 different properties between the canal and Springfield, and so the City cannot eliminate their access and they still need access as individual property owners, so they had to go to shared access points on property lines and that is the situation they have today. Bonnett stated that they had this conversation with Winters, Tirrell's, and Grays and only thing that made sense was the drive isle that allows all the businesses and people to have secondary access. Bonnett stated that to accommodate they moved the buildings closer to the street than what they would have wanted.

Beutler clarified that the City cannot dictate to the School District the way they operate the bus system.

Beutler clarified that the canal company in this area owns the canal right of way, it is not an easement, but rather a title ownership of the canal, so the trees along the canal, a bridge, future shared use path on the west side, those all are only with permission from the canal company and that is not something that this Commission can dictate. Bonnett stated that they are working with an arrangement with the canal company for maintenance plans on the trees.

Beutler clarified that there is no buffering requirement on the west side of the property because of the canal, but on the east side there is a buffer requirement with a minimum of a 10' landscape

buffer with trees every 20' and a 15' buffer between the structures and the fence. Dixon again asked for better details on the plan for City Council.

Wimborne stated that through the School District they have new developments come online and once they come online the Transportation Director reviews them and figures out routes and stops to ensure safe transportation. Wimborne indicated that she will usually share the preliminary plats, plans, proposals, PUDs with the Transportation Director so he has a heads up.

Dixon closed the public hearing.

Morrison stated that he does not like accusations of the City operating for financial gain or to increase the tax base and that is not how the City does work and not how the City Council does work. Morrison is going to advocate for not using the storm drain retention areas as a common area and has brought that up often in the last couple of years. Morrison feels this plan is more exacerbated than most of the past plans. Morrison stated that even though it meets the requirement it is not a responsible use. Morrison feels that this should have a right turn lane onto Sunnyside that might have to cut into the last apartment. Morrison feels that this is a lot of cars and people, and the traffic moves fast on Sunnyside, and because of the lack of a right turn lane, Morrison will oppose this PUD.

Hicks agreed with Morrison. Hicks agreed with Dixon that the package for this Plan is incomplete and there have been a lot of things come up that the package should contain. Hicks has always been against single access points for developments. Hicks doesn't like a pending arrangement for a second access, and that should have a fixed date and coincide when the property will be occupied. Hicks stated that there is not enough guest parking in the development, and because of all those things Hicks will be opposing this application.

Cantu listened to the concerns of the neighborhood and agreed with the concerns about traffic on Sunnyside and entrance into the development will be bottlenecked.

Dixon reminded the Commissioner that the owner of the property does have the right to develop per the zone, and this is a PUD, so it gives the Commission more review than normal to address and comment on these items.

Romankiw understood the concerns of the neighbors. Romankiw hopes the trees on the canal stay, but that is not part of the plan before the Commission. Romankiw stated that this Commission has a limited ability to review things and they have to follow the rule of law and they can't decide if they like something or not, they have to decide whether it complies with the Ordinances. Romankiw feels that the developer has been careful to make sure things comply with the ordinances, and the density is well below the allowed density for this zone; and the parking requirements and setbacks all comply with the zone, and so that limits the Commission on what they can do. Romankiw agrees this is a weird shaped parcel. Romankiw hopes the concerns of the neighbors don't come to fruition when the development occurs.

Denney has been going back and forth on this project, but ultimately the City needs more middle housing and not everyone can have a house and a yard. Denney does have concerns about single access, but is ok with the parking, and if the Commission has problems with how many parking stalls there are, then they need to go back to requirements and adjust for guest parking in the statutes. Denney stated that the trees that might have to be removed will likely be replaced. Denney is ok with this development.

Wimborne has heard the issues that have been raised, and most of them are the kinds of issues that come up with projects like this in-fill project are proposed. Wimborne stated that this property has been empty for a long time and the neighborhood has grown up around it, and now there is a developer looking to make use of the parcel. Wimborne agreed with Denney that there is a need for different kinds of housing in our community, especially as housing becomes harder to find. Wimborne applauded the developer for holding a neighborhood meeting and the Commission does encourage the developers to hold those meetings. Wimborne feels the trees are a critical piece of the buffer that goes along with the canal. Wimborne know the developer doesn't have control over all of the trees because some of them are not on the developer's property, but she is encouraged by the discussions the developer has had with the City about turning the canal into walkways and pathways. Wimborne stated that this project does meet the standards that are in place and the zoning is similar to what it was zoned in the County, so while it has sat vacant for a long time, at any point a similar County development could have been built. Wimborne urged the developer to work with the City Staff to make adjustments about concerns that might have been raised, and the Commission, if they have concerns with parking and density, the Commission needs to go back to the Ordinances, as they cannot hold a developer to another set of standards because we don't like part of the project.

Morrison appreciated the comments of Romankiw and Wimborne and agrees with them. Morrison has a concern with the right turn lane, and he feels that the commission can ask for that in the motion to require a right turn lane, and that is why this comes before the Commission. Morrison would like a motion that includes a requirement for a right turn lane. Dixon asked Morrison to clarify if he is talking about a deceleration lane off of Sunnyside, or right turn only out of the development. Morrison indicated that he is talking about a deceleration lane on the west side of the driveway to slow down to make the turn. Wimborne indicated that she has concerns about traffic and the impact but is reluctant to include something like that in a motion, as she is not a traffic engineer, and the City Traffic Engineer has reviewed this project and her experience when the Commission has made recommendations like that is they solve one problem and create another problem. Wimborne stated that that there are pieces to the street and canal that the members of the Commission don't understand. Wimborne stated that the concern needs to be raised and maybe staff can take that back to the traffic department, but not include it in the motion. Dixon reminded the Commission that they are gathering information to make a recommendation to the City Council and the Mayor and City Council makes the final decision. Dixon stated that all the concerns that are being brought up will be in the Minutes that can be approved at the next meeting and the Mayor and City Council can review the minutes for their consideration.

Beutler stated that whether the Commission includes in the motion a decel lane or not, Beutler wanted to clarify that the Commission doesn't have the ability to dictate to the Public Works department the function of Sunnyside Road, but if that is a concern to the Commission, they could include a recommendation that the developer follow up with the City Engineer and have a

discussion regarding whether or not that would be appropriate or whether that is needed and the developer would follow the recommendation of the City Engineer, but just a motion to require it would be beyond the scope of the Commission. Dixon stated that if it is one the developer's property and not on the road right of way then they can suggest anything they want with the final decision being made by City Council. Kirkham stated that the Commission has the power to put conditions on the PUD and the City Code sets out what conditions the Commission can put, including: conditions that minimize adverse impacts to adjacent property; control sequence and timing of development; control the duration of the development; require maintenance of the property; exact location and nature that the PUD has; require landscaping; restrict the operation of a commercial business (none proposed); and add other conditions that are necessary to preserve the condition of the zone. (Most of those conditions are spelled out in the zoning code). Kirkham stated that you can put conditions on the developer's property, but you are limited in the type of conditions. Kirkham stated that his recommendation to the Commission would be, that if they place a condition it needs to be tied back to one of them articulated in the Code. (i.e. this condition is to minimize an adverse impact – then list the condition). That makes the condition clear and the tie back to authority clear to City Council or a judge.

Morrison attempted a motion, Kirkham stated that the motion has a condition within it that is not a requirement. Dixon attempted to restate the Motion for Morrison, Morrison agreed and restated the motion.

Morrison moved to recommend to the Mayor and City Council approval of the Planned Unit Development for Aspen Point with the condition that the developer revisit with Traffic Safety and provide additional information at the time that it goes to City Council, Denney seconded the motion. Dixon called for roll call vote: Cantu, yes; Denney, yes; Hicks, no; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed 5-1.

Hicks indicated that he voted against the motion because of the reasons he had stated previously.

Morrison is pleased that this property is being used, however he wants it to be as easy as possible for the future residents.

Dixon called a recess from the meeting until 9:15 p.m.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT (PUD) OF ASPEN POINT, LOCATED GENERALLY NORTH OF KINSWOOD ST, EAST OF GROVE LN, SOUTH OF E SUNNYSIDE RD, WEST OF SUMMERFIELD DR.

WHEREAS, the applicant filed an application for a PUD on May 26, 2021; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on March 31, 2022; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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 PUD is a 6.78-acre parcel located generally north of Kinswood St, east of Grove Ln, south of E Sunnyside Rd, and west of Summerfield Dr.
3. The property is currently zoned LC, Limited Commercial.
4. The proposed PUD consists of four condominium units totaling 96 and 42 Townhome style units.
5. The PUD provides required amount of landscaping, three amenities, including a dog park, connectivity of walk path to City walk path and a playground.
6. There are no streets, the PUD provides private drive aisles to parking.
7. The PUD complies with the requirements of the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the PUD for Aspen Point.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____ 2022.

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-448

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
DEPARTMENT: Community Development Services

Subject

Amendment of the Comprehensive Zoning Ordinance Tables 11-2-1, 11-2-2 and 11-2-3, amending the uses allowed in residential, commercial, and industrial zones.

Council Action Desired

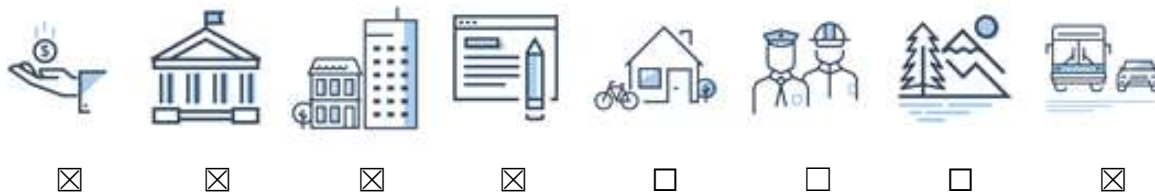
☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

To approve the Ordinance amending the uses allowed in residential, commercial, and industrial zones 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).

Description, Background Information & Purpose

On March 1, 2022, the Planning and Zoning Commission unanimously voted to recommend approval of the amendment as presented.

Alignment with City & Department Planning Objectives



The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

CDS has worked with the City Attorney's office on the drafting of the ordinance.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached ordinance.

STAFF REPORT

Amendment of the Comprehensive Zoning Code, Tables 11-2-1, 11-2-2 and 11-2-3, amending the uses allowed in residential, commercial and industrial zones. March 31, 2022



Community
Development
Services

Applicant: City
of Idaho Falls

**Project
Manager:** Kerry
Beutler

Attachments:
1. Proposed
Amendment
Language

Staff Recommendation: To approve amendment to Tables 11-2-1, 11-2-2 and 11-2-3 of the Comprehensive Zoning Code.

Staff Comments: The proposed amendments represent simple changes related to the use tables within the zoning code and resolve potential conflicts within the code language.

In 2019 the process for administering Conditional Use Permits (CUP) was changed so that applications were sent to the Board of Adjustment rather than the Planning Commission for review. These changes were made to Chapter 6 Administration of the code but were failed to be made to the use tables. As shown in the amendment uses identified as "C2" in the table will be listed as a Board of Adjustment conditional use.

There are multiple locations where the amendment either adds a "*" or removes it. The "*" symbol indicates that there are additional land use provisions specific to that use. These amendments are cleaning up the symbol use to match what is in the code. In some instances, the symbol wasn't added, or it wasn't removed when the related code section was removed.

The amendment proposes to add Planned Unit Developments (PUD) as a conditional use within the Traditional Neighborhood (TN) Zone. PUDs are allowed in all other zones where residential development is allowed. This change would make the application of PUDs the same throughout the city. PUDs are often used for redeveloping properties or for infill development because of the ability to allow for flexibility. The TN Zone represents areas of town where infill and redevelopment are expected.

The amendment also changes recreational vehicle park from a conditional use to a permitted use within the Residential Mobile and Manufacture Home (RMH) Zone. Recreational vehicle parks are specifically called out within the purpose statement of the RMH Zone. They represent an anticipated use. The city has recently updated their development standards. With these standards met they could be considered as a permitted use.

(H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a medium density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

Other amendments make changes to spelling or use names in order to match the uses identified in the use tables with those found in the definitions section of the code. Vehicle and Equipment Sales is being removed because it is a duplicate.

Continued on next page

At Planning Commission, it was requested to look into the process for the approval of a Hospital. Staff has researched the approval process for Hospitals in other communities and the process varies. Most cities required a hospital to go through a Conditional Use Permit, which is the same for the City of Idaho Falls, but the CUP Process itself varies, including the deciding body. At this point, Staff would recommend proceeding with the changes as proposed and then as part of a separate process conducting further research into all CUP land uses to ensure the appropriate process by use.

Staff Recommendation: Staff recommends approval of the code amendments

March 1, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Arnold Cantu (via Webex) Margaret Wimborne (via Webex)

MEMBERS ABSENT: Lindsey Romankiw, George Morrison

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Dixon moved to accept the Minutes of February 1, 2022, Wimborne seconded the motion and it passed unanimously.

Public Hearing(s):

2. RZON 22-004: REZONE. Amendment of the Comprehensive Zoning Ordinance Tables 11-2-1, 11-2-2 and 11-2-3 amending the uses allowed for residual, commercial and industrial zones.

Applicant: City of Idaho Falls. Beutler presented for the City. Beutler state that the amendments are house keeping items. Beutler stated that several years ago they changed that the CUP's would be heard by the Board of Adjustment rather than the Planning Commission. Beutler stated that the change was made in the administration section of the code but neglected to make the change to the land use tables, so they are now striking out planning commission and adding board of adjustment. Beutler explained that an asterisk in the land use table shows that there are additional development standards that are specific to that land use type. Beutler stated that as amendments have been made occasionally, they failed to eliminate or add asterisks. Beutler stated that Animal Care Clinic would need an asterisk added, and Park and Recreation Facility would need the asterisk removed. Beutler stated that they will add PUDs would be a conditional use in TN Zone, just like they are allowed as a conditional use in every other residential neighborhood. Beutler stated they are proposing a change in the RMH column of the table for a Recreational Vehicle Park that was listed as a conditional use in RMH, and they are proposing that be changed to a permitted use, which is in sync with the proposed amendments made last month with regard to the RMH zone. Beutler stated that in the Industrial table they are striking out Vehicle and Equipment Sales because it is a duplicate from Equipment Sales, and they are trying to make sure that the uses listed in the use table match with the definitions in the definition section.

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

Dixon asked about the definition of residential mobile and manufactured home zone doesn't make sense, as it states that a manufactured and mobile home subdivision, mobile home park or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles. Dixon doesn't understand how a manufactured home fits in that description as a manufactured home is not a mobile vehicle. Dixon feels the definition is too restrictive. Beutler agreed to look into that purpose statement.

Dixon asked about changing the conditional use permit from Planning Commission to Board of Adjustments. Dixon asked if the planning commission would no longer do any conditional use permits. Beutler clarified that the Code is currently written that no CUP's come to the planning commission, and they go directly to the Board of Adjustment. Beutler added that the only CUP that the Planning Commission gets to hear is for a PUD. Dixon stated that PUD is C3 which is to go to City Council. Beutler clarified what Dixon asked and stated that it would come to the Planning Commission first then on to City Council. Dixon wants them to look through the items that are C2 and see if it makes sense for them all to go to the Board of Adjustment or if some of them need to go to Planning Commission and then on to City Council, and Dixon is particularly concerned with a hospital, as it is a big deal and has a large campus with road access. Beutler agreed to look at the conditional uses and see where they might line up. Dixon also suggested a day care center in R1. Dixon stated that he is thinking of things that the public is really interested in. Beutler confirmed that the Board of Adjustment has public hearings and the reason the change was made in 2019 was because the Planning Commission's workload is full of land use applications, it was an effort to make the Planning Commission load lighter. Dixon feels that some of the uses would involve things that the Board of Adjustment usually doesn't get into like traffic loads. Dixon suggested they review religious facilities as those can be large. Beutler agreed to look into the Conditional uses.

Dixon stated that on the second page of the staff notes has mobile home park listed as C2 and asked if that should be struck and it be a permitted use. Beutler agreed that it should be a permitted use.

Dixon asked what constitutes a public service facility. Beutler stated that public service facility is for public utility or infrastructure, and includes power plant, sub stations, water treatment plants, pumping stations, transmission, sewage disposal, recycling centers, storage yards, well houses, etc. Beutler stated that it is property owned by a public entity. Dixon stated that some of those are pretty large and more of a regional thing like sewage treatment facility and that could have an impact over a large area and asked if that is appropriate for the Board of Adjustments, or not. Dixon acknowledged that they shouldn't be subdivided, but it seems that some are different levels of impact.

Dixon asked the difference of Accessory use (which asterisks is proposed to be removed) and Accessory use, Fuel station and Accessory use storage yard. Beutler stated that an accessory use by definition is a use that is allowed in that use but is secondary to the primary use.

Dixon asked how the Commission would proceed if the staff is going to review some of the things. Beutler indicated that staff's recommendation is to proceed with the amendments that have been outlined and looking at the conditional uses is a bigger project. Beutler stated that they shouldn't hold up these changes. Beutler will look into the conditional uses and make changes if they make sense, and if the definition of RMH make sense to change they can look at that as well, and they will bring those back as separate amendments at another hearing.

Wimborne asked if since the change in 2019 has the Board of Adjustments handled a lot of CUPs and are they handling them well and risen to the task or are there concerns. Beutler stated that just like the planning commission, they do regular training with the Board of Adjustment and make sure they have active people that are able to make decisions. Beutler stated that most recently they heard the Conditional Use Permit for the placement of the water tower in Capital Park, which was a very visual, lots of people in the room meeting. Beutler added that they are

used to having public meetings and not everyone is always happy with them. Beutler stated that they have no issue with sending CUPs to Board of Adjustment. Wimborne knew that the change was made years ago and there have been things that came through, so she wanted to get a sense of what they have been doing and it sounds like they have been handling some big and controversial projects and are up to the task. Beutler stated that they have 4-6 meetings a year and they have managed the bigger projects well.

Kirkham stated that the Board of Adjustment also handles license denials, and they are not strangers to controversial meetings or pressure. Beutler agreed and stated that they are set up to be the appeal board for a lot of other things in the City.

Dixon stated that given that information, he would still like staff to look into hospitals as they are large campuses, with access points, etc. Dixon asked if they should also elevate those items to the Mayor and City Council as well. Beutler agreed to look around the State and see how other places treat hospitals. Beutler will need to do research and see how they should be handled. Dixon asked if they could propose a change that is not advertised, such as the correction on mobile home park 11-2-1. Beutler stated they can make that recommendation as the advertisement was to modify the tables, and as long as the change is to the tables it can be included in the recommendation. Kirkham agreed.

No one appeared in support or opposition.

Denney closed the public hearing.

Dixon moved to recommend to the Mayor and City Council approval of the amendments to tables 11-2-1, 11-2-2 and 11-2-3 of the zoning code as presented, with the following exceptions: Table 11-2-1 for Mobile Home Park in the RMH Zone the current designation of Conditional Use Permit 2 instead be changed to permitted use to be consistent with other changes throughout; Table 11-2-2 that the planning department review the change to hospital that would move the approval of the conditional use permits to the Board of Adjustments and before this goes to City Council can make a recommendation on whether they suggest proceeding that way or suggest having City Council approve the Conditional use for hospitals. Cantu seconded the motion. Denney called for roll call vote: Wimborne, yes; Cantu, yes; Dixon, yes. The motion passed unanimously.

Next Meeting April 5, 2022 (2 meetings in April)

Denney adjourned the meeting at approximately 7:45 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY ZONING CODE TABLES 11-2-1, 11-2-2 AND 11-2-3 IN TITLE 11, CHAPTER 2 TO CLARIFY USES ALLOWED IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL ZONES; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted April 12, 2018, edition of the Comprehensive Zoning Code which promotes the health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires the standards of the Zoning Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning Division staff has determined there are updates needed to improve the consistency and clarity of the Code's standards pertaining to the Allowed Uses in Residential, Commercial and Industrial Zones; and

WHEREAS, proposed amendments resolve potential conflicts within the Code language; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 1, 2022, and recommended approval of the Code changes to the mentioned sections and tables pertaining to the Allowed Use Tables; and

WHEREAS, on March 31, 2022, the Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes; and

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

SECTION 1. Table 11-2-1 in Section 11-2-3, of the City Code shall be amended to read as follows:

...

11-2-3 : ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = [Planning Commission Board of Adjustment](#) conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

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

	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Recreational Vehicle Park*						P ₂ C ₂		
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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 Transit Station								P

SECTION 2. Table 11-2-2 in Section 11-2-4, of the City Code shall be amended to read as follows:

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

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

<p>P = permitted use. C1 = administrative conditional use. C2 = Planning Commission Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>					
	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, Multi-Unit Attached*		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	
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SECTION 3. Table 11-2-3 in Section 11-2-5, of the City Code shall be amended to read as follows:

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 Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use*	P	P	P	
Accessory Use, Fuel Station*	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Airport	P			
Agriculture*	C ₂	P		C ₂
Agriculture Tourism	C ₂	P		C ₂
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C ₂
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C ₂		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C ₂
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C ₂	P		
Day Care Center *	P	P	P	
Drinking Establishment	P	P		
Drive-through Establishment*	P	P		
Dwelling, Accessory Unit*	P	P		
Eating Establishment	P	P		
Eating Establishment, Limited	P	P	P	
Equipment Assembly and Sales , Rental and Service	P	P		
Financial Institution	P	P	P	

Food Processing, Small Scale Processing With or Without Sales	P	P		
Food Products, Processing, With or Without Retail Sales		P		
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, Rentals and Service	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale With Flammable Materials	P	P		

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

SECTION 6. 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 7. 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 _____, 2022.

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; AMENDING
CITY ZONING CODE TABLES 11-2-1, 11-2-2 AND 11-2-3 IN TITLE 11,
CHAPTER 2 TO CLARIFY USES ALLOWED IN RESIDNETIAL,
COMMERCIAL, AND INDUSTRIAL ZONES; AND PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

Memorandum

File #: 21-445

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, March 16, 2022
DEPARTMENT: Community Development Services

Subject

Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 and Tables 11-1-1, 11-2-4, 11-3-1, 11-3-3, 11-4-1 clarifying the development standards related to manufactured and mobile homes.

Council Action Desired

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

To approve the Ordinance clarifying the development standards related to manufactured and mobile homes and establishing land use standards 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).

Description, Background Information & Purpose

On February 15, 2022, the Planning and Zoning Commission unanimously voted to recommend to the Mayor and City Council approval of the ordinance amendments as presented.

Alignment with City & Department Planning Objectives



The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

CDS has worked with the City Attorney's office on the drafting of the ordinance.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached ordinance

STAFF REPORT

Amendments to Sections 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 and Tables 11-1-1, 11-2-4, 11-3-1, 11-3-3, and 11-4-1 of the Comprehensive Zoning Ordinance Pertaining to the RMH, Residential Mobile Home Standards March 31, 2022



Community
Development
Services

Applicant: City of
Idaho Falls

Project Manager:
Naysha Foster

Attachments:

1. Proposed
Amendment
Language
2. Zoning Map

Staff Recommendation: To approve of the amendment to Sections 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 and Tables 11-1-1, 11-2-4, 11-3-1, 11-3-3 and 11-4-1 of the Comprehensive Zoning Ordinance.

History: The RMH Zone and standards were initially adopted with the 1970 Zoning Ordinance. There have been slight changes since then.

Staff Comments: The proposed amendment would change Table 11-1-1.

Sections 11-2-6 Standards For Allowed Land Uses, (V)(1) & new (2) add a minimum lot size requirement for mobile home parks as well as a minimum distance between units. The previous subsection (2) will be eliminated from the code. Subsections (5), (6) and (7) add additional development requirements. These include a minimum hard surfaced area for parking, the mobile home park shall be under unified ownership and a mobile home park with 10 units or more is required to have an amenity.

Under subsection (W) PUD, Table 11-2-4 increases the density for the RMH zone from 8 to 35.

Section 11-3-4 Dimensional Standards for Residential Zones, Table 11-3-1 will be adjusted to reflect less requirements in all categories except for maximum height restrictions.

Table 11-3-3 Dimensional Standards for Accessory Structures in Residential Zones was also adjusted to reduce the side and front setback.

Additional requirements were added to Table 11-4-1: Minimum Landscape Standards.

In Section 11-4-4 Landscaping, Buffers and Screening subsection (G), (c) was added to include buffer standards for a Mobile Home Park along public streets and subsection (H), (5) was added to include a buffer between single family and mobile home parks.

Finally, in 11-7-1 Definitions, the definition of Mobile Home Parks was edited to include the two acre minimum.

By making the restrictions in the zoning ordinance for RMH less restrictive some of the low density zones, we are creating more diverse and affordable housing options.

Staff Recommendation: Staff and the Planning and Zoning Commission recommends approval of the amendment to Sections 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 and Tables 11-1-1, 11-2-4, 11-3-1, 11-3-3, and 11-4-1 of the Comprehensive Zoning Ordinance to the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY ZONING CODE SECTIONS 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 AND TABLES 11-1-1, 11-2-4, 11-3-1, 11-3-3 AND 11-4-1 OF THE COMPREHENSIVE ZONING ORDINANCE PERTAINING TO THE RMH, RESIDENTIAL MOBILE HOME STANDARDS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted April 12, 2018, edition of the Comprehensive Zoning Code which promotes the health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires the standards of the Zoning Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning Division staff has determined there are updates needed to improve the consistency and clarity of the Code's standards pertaining to RMH, Residential Mobile Home standards; and

WHEREAS, the City desires to increase the density of the RMH, Residential Mobile Home zoning and add additional standards; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 15, 2022, and recommended approval of the code changes to the mentioned sections and tables pertaining to the RMH, standards and density; and

WHEREAS, on March 31, 2022, the Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes; and

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

SECTION 1. Table 11-1-1, of the City Code shall be amended to read as follows:

...

11-1-3: ESTABLISHMENT OF ZONES

Table 11-1-1: Established Zones

Zone Type	Zone Abbreviation	Zone Name
Low Density Residential	RE	Residential Estate
	RP	Residential Park
	R1	Single Dwelling Residential
Medium Density Residential	R2	Mixed Residential
	TN	Traditional Neighborhood
	RMH	Residential Mobile Home
High Density Residential	R3	Multiple Dwelling Residential
	R3A	Residential Mixed Use
	RMH	Residential Mobile Home
Commercial	PB	Professional Business Office
	CC	Central Commercial
	LC	Limited Commercial
	HC	Highway Commercial
Industrial	LM	Light Manufacturing and Heavy Commercial
	I&M	Industrial and Manufacturing
Special Purpose	R&D	Research and Development
	P	Parks and Open Space

SECTION 2. Section 11-2-6 of the City Code shall be amended to read as follows:

11-2-6: STADARDS FOR ALLOWED LAND USES

(U) Manufactured Home that is not Within an Established Manufactured Home Park.

- (1) The manufactured home shall conform to all requirements of a single-unit dwelling, including but not limited to required setbacks, minimum lot size, maximum lot coverage, parking.

(V) Mobile Home Park.

- (1) The minimum site size for a Mobile Home Park shall be two (2) acres.
- (2) There shall be fifteen foot (15') of separation between the Mobile or Manufactured homes. An uncovered porch, with a depth up to five feet (5'), may encroach five feet (5') into the setback between structures.
- (3) An aggregate area of at least one hundred square feet (100 ft²) for each mobile home space contained within the mobile home park shall be provided for the storage of renter's items that cannot be stored within the park's mobile homes. Storage space shall be enclosed within a sight obstructing fence or screening of not less than six feet (6') and not more than eight feet (8') in height.
- ~~(2) The principle entrance to each mobile home in the park shall be no closer than one hundred feet (100') from any other mobile home and not closer than seventy feet (70') to the corner of any intersection or private street. All mobile home parks shall have at least two (2) entrances and more may be required depending on the size of development.~~
- (4) Access shall be provided to each individual mobile home space by means of an access way

reserved for maneuvering mobile homes into position. This access shall be kept free from trees, shrubs and other immovable obstructions. Paving of the access way shall be required. Use of planks, steel mats, etc., during placement of a mobile home shall be allowed so long as the same are removed immediately after such placement.

- (5) Off-Street parking shall be provided at the rate of two (2) parking spaces per individual mobile home space contained within the mobile home park. Two (2) nine foot by twenty foot (9'x20') hard surfaced areas, either side by side or tandem shall be required for parking, minimum of one hundred and eight (180) square feet. In no situation shall the parking space be located greater than one-hundred feet (100') away from the mobile home space it is designed to serve.
 - (6) The Mobile Home Park shall be under unified ownership and shall be planned as a whole so all landscaping and common areas can be properly maintained.
 - (7) An amenity shall be provided for Mobile Home Parks that contain ten (10) or more homes or spaces.
- (11) Planned Unit Development (PUD).

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8 <u>35</u>
R1	8
R2	17
TN	17
R3	35
R3A	35

SECTION 3. Section 11-3-3 of the City Code shall be amended to read as follows:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

- (H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a ~~medium~~ high density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

SECTION 4. Section 11-3-4 of the City Code shall be amended to read as follows:

11-3-4: DIMENSIONAL 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 <u>3,000</u>
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 <u>25</u>
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30 <u>15</u>
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10 <u>5</u>
Rear	40	25	25	25	10	25*	25*	25 <u>10</u>
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40 <u>50</u>
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8 <u>35</u>
*See explanations, exceptions and qualifications in Section 11-3-4 A,B,C of this Zoning Code.								

Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Setbacks – Minimum in ft.								
Front	40	30	25	20	15	15	15	25 <u>15</u>
Side	20	0/7.5*	0/6*	0/6*	0/5*	0/6*	0/6*	0/10 <u>0/5</u>
Rear	40*	0*	0*	0*	0*	0*	0*	0*
Building height- Maximum in ft.		12/24*	12/24*	12/24*	12/24*			12/24*
Lot coverage of the rear yard, maximum %	30	30	30	30	30			30
*See explanations, exceptions and qualifications that follow in Section 11-3-4D (1-5) of this Zoning Code.								

SECTION 5. Table 11-4-1 of the City Code shall be amended to read as follows:

Table 11-4-1: Minimum Landscaping and Buffer Requirements

Zone	Minimum Landscaping Requirements (% of total lot area)	Minimum Landscaped setback contiguous to a Street (In width)	Commercial, and Multi-Unit Residential, <u>and Mobile Home Parks</u> Minimum Landscaped Buffer from Contiguous Single Unit Residential Zones and Uses (in width)
RE			
		Required front and side yard setbacks facing a public street	
RP			
		Required front and side yard setbacks facing a public street	
R1			
		Required front and side yard setbacks facing a public street	
R2			
	20%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
TN			
	50%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
R3			
	20%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
R3A			
	20%	15'	10' or 7' with a 6' masonry wall or opaque fence
RMH			
	20%	Required front and side yard setbacks facing a public street 15'	<u>7' with 6' masonry wall or opaque fence</u>

SECTION 6. Section 11-4-4 of the City Code shall be amended to read as follows:

11-4-4: LANDSCAPING, BUFFERS, AND SCREENING

(G) Minimum Landscaped Setback Contiguous to a Street

(4) Special Provisions for Perimeter Landscaped Setbacks.

- (a) Any required perimeter buffer shall be required for the entire length of any public street within the Zone, and on the development side of any public street bordering the development.

- (b) For a Recreational Vehicle Park, the perimeter buffer shall be landscaped, at least ten feet (10') in width contiguous to the exterior boundaries of the park.
- (c) For Mobile Home Parks, the perimeter buffer shall be landscaped, at least fifteen feet (15') in width contiguous to a public street with trees forty foot (40') on center. Street trees at the entrance to the park may be clustered within the landscape buffer to maintain room to transport mobile or manufactured homes in and out of the mobile home park and avoid visibility issues.

(H) Minimum Buffer from Residential Zones.

- (2) Required buffers to residential zones as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements are expressed as the number of feet from a lot boundary, contiguous to residential land uses, and to land designated for residential uses in the City's Comprehensive Plan. The required landscape buffer shall include evergreen trees spaced at twenty foot (20') intervals.
- (3) Buffer areas to residential zones and uses may be included to fulfill the minimum landscaped area requirements set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements.
- (4) Special provisions for buffer areas in the R&D Zone contiguous to residential uses and zones shall include evergreens or deciduous shrubs spaced to form a solid screen within ten (10) years and a berm at least two and one-half feet (2.5') in height shall be provided. Natural buffers such as canals may be included within the required buffer and shall eliminate the need for fencing where the canal is elevated or at least twenty feet (20') in width; however, landscaping with evergreens at least ten feet (10') in width shall still be provided.
- (5) Special provisions for Mobile Home Parks in the RMH Zone contiguous to residential single dwelling units shall include a six foot (6'') opaque fence and evergreens spaced twenty feet (20') on center.

SECTION 7. Section 11-7-1 of the City Code shall be amended to read as follows:

11-7-1: DEFINITIONS

Mobile/Manufactured Home Park	Any parcel of ground <u>two (2) acres or more</u> upon which two (2) or more manufactured homes and/ or mobile homes are located. A mobile/manufactured home park shall not include a location used by mobile home dealers exclusively for the display, storage or sale of
Amenity	An area of activity, either indoor or outdoor, designed to be accessible to and principally for the use of persons residing or working within a PUD development. An amenity may be located within the required common space, for example, a playground placed within a common yard.

SECTION 8. 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 9. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 10. 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 11. 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 _____, 2022.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK
MAYOR

REBECCA L. NOAH CASPER, Ph.D.,

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY ZONING CODE SECTIONS 11-2-6, 11-3-3, 11-3-4, 11-4-4, 11-7-1 AND TABLES 11-1-1, 11-2-4, 11-3-1, 11-3-3 AND 11-4-1 OF THE COMPREHENSIVE ZONING ORDINANCE PERTAINING TO THE RMH, RESIDENTIAL MOBILE HOME STANDARDS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

February 15, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Arnold Cantu, George Morrison, Margaret Wimborne, Lindsey Romankiw

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, planners Naysha Foster, Caitlin Long Anas Almassrahy and 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: None.

Public Hearing(s):

5. RZON 22-002: Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-3, 11-4-4, 11-7-1 and Tables 11-3-1, 11-3-3, 11-4-1 clarifying the development standards related to manufactured and mobile homes.

Denney opened the public hearing.

Applicant: City of Idaho Falls.

Foster gave background on the RMH standards. Foster indicated that the RMH Standards were adopted in the 1970's and they've slightly changed since then. Foster stated that the proposed amendment would change section 11-2-6 for Standards for Allowed Land use and amending the minimum lot size requirements, adding 11-2-6 (V)(1), (2), (4), (5), (6) and (7). Foster presented that they are proposing a minimum lot size of 2 acres; and recommend that each unit have a separation distance of 15'. Foster presented to strike sub section 2 regarding the principal entrance of the Mobile home park. Foster indicated they have added to (5) that they include a hard surface of 9x20 with a minimum of 180 square feet. Foster presented (6) that the mobile home park should be under a unified ownership and planned as a whole. Foster presented (7) as an addition for an amenity to the mobile home park after 10 spaces.

Foster stated that research shows that the RMH zone has had a density of 8 units per acre since it was adopted in the 70s and they feel that is not appropriate, and that there have been requests to increase it to 35 units per acre, but odds are they will never see that type of density, but they did want it to be a high density opportunity for the mobile home parks to provide affordable housing. Foster stated that R3A is 35 units per acre, so staff has discussed using the 35 units per acre as a density for a mobile home park.

Foster went through the table for Landscaping and Buffer Requirements.

Foster stated that in 11-4-4 they propose to strike (c) regarding the perimeter of the mobile home park, and the reason therefore is they want to leave room for them to move homes in and out of the park. Foster presented 11-4-4 (H)(5) was added with a special provision for mobile home parks located next to single dwelling units.

Foster stated that they tweaked the definition in 11-7-1 to include the 2-acre minimum for a mobile home park.

Foster indicated that they tried to keep it simple in the amendment and see how it goes. Foster stated they have had a lot of calls of people wanting to develop mobile home parks, however it doesn't pencil with the current density.

Morrison asked about the deletion of 11-2-6 (V)(2) and showed concern about the traffic and the entrance provision. Foster stated that they aren't sure how to interpret whether they were going to have 2 entrances, and the Fire Code will mandate that once its over 30 units or more. Foster stated that this is an area of the ordinance that has been in place since the 1970's and they weren't sure how to interpret it, and so thus they weren't sure how to enforce it, so they felt it best to remove it. Beutler added that there are other mechanisms to deal with this including the Access Management Plan that dictates where access points are located and what the proper spacing will be and the street based on its classification. Beutler stated that the same would be true for any development. Beutler stated they deal with access management through other methods, not the zoning ordinance. Beutler stated that (2) is outdated to the way that the City manages access. Dixon asked about how they dictate the access points on private roads, as the roads will likely be private, and does the same Access Management standards apply for private roads. Dixon doesn't feel that the trip number is the issue, but rather a long trailer that is coming in and out.

Dixon is surprised that the current mobile home parks are 8 units per acre. Foster stated that she couldn't find a logical explanation for the low density. Dixon agrees with the change to the higher density. Dixon asked about 11-2-6(V)(2). Dixon asked if someone is laying out the mobile home park then they would have to have a wider minimum for a double wide versus a single wide or is the assumption that all of these are not on foundations. Foster stated that they wouldn't be on foundations in a mobile park, so each unit would need to be at least 15 feet of separation between the units. Dixon suggested that they take into account a "kick out" part on a recreational mobile home, and they are unsure if the current wording addresses that. Foster stated that RV Parks are separated from mobile home parks. Dixon stated that the 15' separation is not clear if it is 15' from the ground or 15' from the farthest point sticking out. Dixon is unclear on the difference between Table 11-4-1 versus the added paragraph (H)(5). Dixon asked which one would take precedence. Foster stated that it would be a 7' setback with a 6' masonry wall or fence, so it is not one or the other, it is both. Dixon asked about 11-4-4(G)(4)(c). Dixon doesn't agree with the argument about access into the mobile home park. Dixon feels that they still need to have things look good from the street and that there will be designated access points where the private roads are. Dixon suggested allowing having the private road having more width before a tree, but just simply removing the landscape buffering requirements he doesn't agree with that. Dixon feels that other than that the changes make reasonable sense.

Beutler asked the Commission about other areas of the Code where they allow them to "clump" the trees together like for car dealerships to provide access. Beutler asked if it would make sense for the Commission to maintain the landscape buffer but provide flexibility to adjust the trees or move them in order to still allow for easy access in and out. Morrison would agree with that.

Morrison asked if there is a difference between a mobile home park and an RV Park. Beutler stated that there are separate definitions listed separately in the use tables. Beutler stated that many of the manufactured home parks also have an RV section that meets the RV Park Section.

Dixon asked if the 2-acre minimum would apply to the total or just the RV Park portion. Beutler stated that it would apply to the mobile home park portion. Dixon confirmed that the total development would have to be in addition to the 2 acres for just the mobile home park.

Dixon asked how staff would like to proceed tonight and should the Commission Table the action until they can come up with some of the changes. Beutler stated that it is up to the Commission and if they are comfortable to express the conditions and staff can address them before going to City Council, or if you'd rather see it again, they can do that.

Support/Opposition:

Jeremiah Bigelow, 5035 E 34 North, Ririe, Idaho. Bigelow came into the City 2 years ago. Bigelow stated that they were annexed and zoned. Bigelow hasn't done anything yet as they were waiting for this meeting. Bigelow stated that they felt the previous code was too restrictive and they couldn't make the development work with the density. Bigelow likes the ability to be more creative as housing is getting so expensive.

Denney closed the public hearing.

Morrison asked what the Commissioners think about coming back and discussing this or finishing tonight.

Wimborne asked to summarize the changes.

Dixon stated that he saw two areas for changes including: 11-2-6(V)(2) discussing the 15' separation distance and that needs to be worded so that it includes how ever much a kick out sticks out on the dwelling; and 11-4-4(G)(40(c) regarding striking the landscaping along the road, and the modified suggestion was to keep the landscaping requirement but add flexibility to allow for ease of access.

Wimborne stated that what is being proposed is for a mobile home park and most mobile homes/manufactured homes don't have those kick outs and only RVs and 5th wheels. Foster agreed with Wimborne and stated that they would measure. Foster stated that some mobile homes have a cantilever, and they would want to measure from the actual unit itself. Foster agreed to add language to beef that up so its black and white. Dixon stated that in the ADU there was an allowed uses in residential zones and there were 2 rows with one for manufactured homes and one for mobile home park and these requested changes have to do with mobile home parks, not manufactured home, so these are the ones that are allowed to be on wheels. Wimborne added that in addition to that there is RV Park and RV Park is where you would have the 5th Wheels and those kinds of things. Foster agreed with Wimborne. Foster stated that anything that needs to be licensed to be pulled down the road is an RV, and a mobile home needs to be licensed, but it is over a certain square footage to be considered a mobile home and not an RV and it is on a chassis. Dixon asked if that there is another part of the table that is not included. Foster indicated there is. Dixon stated that there are 3 things that apply to RMH including manufactured homes, mobile home park and RV Park. Beutler stated that if you look at the manufactured home it is allowed in every zone. Foster stated that a mobile home or manufactured home park allows you to bring in those types of dwellings without placing them on a permanent foundation. Dixon is confused and asked if in addition to mobile home park is there another entry into that use table that they don't have in staff notes for RV Park that also falls under this zone. Beutler stated that an RV Park is allowed in RMH Zone with a conditional use

permit. Dixon clarified that it is different from the mobile home park. Dixon asked them to describe the difference between an RV and a mobile home. Foster gave the definition for a manufactured home which is allowed in RMH is a structure constructed after June 15, 1976 pursuant to Idaho Code following manufactured home construction and safety standards. Foster defined mobile home as factory assembled structures generally constructed prior to June 15, 1976 as defined by Idaho Code, and a mobile home generally has a chassis. Foster defined RV as any vehicle designed to provide temporary living quarters for recreational camping, travel, or emergency, a size or weight for which unrestricted use of the highway of the State can be maintained without special highway use permits. The term shall not include a van or camper shell, which does not have said contained sleeping accommodations, or restroom facilities. The term recreational mobile home shall include without limitation all travel trailers, self-propelled motor home units, self-contained campers and camping tent trailers. Foster added that DOT defines them as anything under 425 square feet. Dixon asked if a travel trailer would qualify as a mobile home. Foster and Beutler disagreed. Wimborne stated that you don't need a special permit to take a travel trailer or move it. Foster added that you have to be a licensed mover in order to move a manufactured or mobile home in Idaho, and an RV doesn't require a license to move it down the road. Dixon stated that the word mobile implies that it is designed to be taken down the road as opposed to manufactured home which implies that it is a special load. Foster stated that manufactured home is a lot different than a mobile home, as it is manufactured somewhere else, and is not on a chassis, it is lifted, moved, and set, it is not like a single wide. Beutler stated that mobile homes predate 1976, and now you cannot move a mobile home anymore. Beutler stated that RVs are for temporary use, whereas a mobile home is for permanent use. Beutler stated that there are definitions for an RV Park and a mobile home park, so there is a difference, and they shouldn't be construed to be the same thing, as they are separate, RVs are for temporary use, manufactured and mobile homes are for permanent living, and they have to be in a designated park. Foster stated that you do have to have a special permit for a mobile home or manufactured home to move them and you have to have a building permit to place the home, where an RV you do not have to have a building permit.

Wimborne stated that there was discussion in making changes to 11-2-6 (2) and on the change that Beutler brought up and those changes are important, and staff can make them, and they can move forward tonight.

Wimborne moved to recommend to the Mayor and City Council approval of the Amendments to Sections 11-2-6, 11-3-3, 11-3-4, 11-7-1 and Tables 11-3-1, 11-3-3 and 11-4-1 of the Comprehensive Zoning Ordinance Pertaining to the RMH, Residential Mobile Home Standards. Romankiw seconded the motion. Denney called for roll call: Cantu, yes; Dixon, no; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed 4-1.

Dixon opposed the motion because the two items that were discussed to do modifications on before moving forward to City Council was not part of the motion.

Denney thanked the staff for their hard work.

Next Meeting February 15, 2022

Denney adjourned the meeting at approximately 8:45 p.m.

Respectfully Submitted

Beckie Thompson, Recorder

Memorandum

File #: 21-444

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, March 8, 2022
DEPARTMENT: Community Development Services

Subject

Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-4 and Tables 11-2-1 and 11-3-3 allowing for accessory dwelling units in all residential zones and establishing land use standards.

Council Action Desired

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

To approve the Ordinance allowing for accessory dwelling units in all residential zones and establishing land use standards 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).

Description, Background Information & Purpose

On February 15, 2022, the Planning and Zoning Commission recommended to the Mayor and City Council approval of the ordinance amendments as presented with a vote of 3 to 2.

Alignment with City & Department Planning Objectives



The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

CDS has worked with the City Attorney's office on the drafting of the ordinance.

Fiscal Impact

NA

Legal Review

Legal has reviewed the attached ordinance.

STAFF REPORT
Amendments to Sections 11-2-6, and 11-3-4 and Tables 11-2-1, 11-3-3 of the Comprehensive Zoning Ordinance Pertaining to the Accessory Dwelling Units (ADUs)
March 31, 2022



Community
Development
Services

Applicant: City of Idaho Falls

Project Manager: Caitlin Long

Attachments:

1. Zoning Ordinance for Amended Sections for ADUs

Staff Recommendation: To approve the amendment to Sections 11-2-6, and 11-3-4 and Tables 11-2-1, 11-3-3 of the Comprehensive Zoning Ordinance.

Staff Comments: Accessory Dwelling Units were introduced with the city-wide code changes in April 2018. With the adoption of the Imagine IF Comprehensive Plan, an action item in the plan was to permit ADUs in all residential zones. The proposed amendment would change the following to achieve this action item:

- Section 11-2-3: Allowed uses in Residential Zones, Table 11-2-1: Allowed Uses in Residential Zones – Permit ADUs in RP, R1, and RMH which would then allow ADUs in all residential zones.

In addition to permitted ADUs in all residential zones, other proposed amendments are also included:

- Section 11-2-6: Standard for Allowed Land Uses, addition of the following in subsection (N)(2)(h): “Recreation vehicles shall be prohibited for use as an accessory dwelling unit.”

- Section 11-2-6, subsection (N)(3) cleanup of language for parking on the lot to permit parking to include the driveway space as an acceptable parking space for the ADU.

- Section 11-2-6, subsection (N)(5) addition of language “Accessory dwelling units shall not be counted in density calculations.”

- Section 11-2-6, subsection (N)(d) addition of language to clarify ADUs for caretakers in industrial zones

- Section 11-3-4 Dimensional Standards for Residential Zones, subsection (C)(2) addition of R2 and TN to include in lot coverage requirement to only include those areas under roofs for single unit residential zones.

- Section 11-3-4 subsection (D) Table 11-3-3: Dimensional Standards for Accessory Structure in Residential Zones removal of Lot Coverage of Rear Yard for all residential zones.

- Section 11-2-6, subsection (N)(2)(a): removal of the limit of one bedroom

The changes made reduces barriers for ADUs to be built, by reducing limitations on lot coverage in rear yards and ensuring lot coverage for the lot overall only include areas under roofs. Also not including ADUs in density requirements ensure ADUs are not only available in all residential zones but also plausible for most of the homes in these zones.

February 15, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Brent Dixon, Joanne Denney, Arnold Cantu, George Morrison, Margaret Wimborne, Lindsey Romankiw

MEMBERS ABSENT: None.

ALSO PRESENT: Assistant Planning Director Kerry Beutler, planners Naysha Foster, Caitlin Long Anas Almassrahy and 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: None.

Public Hearing(s):

4. RZON 22-001: Amendment of the Comprehensive Zoning Ordinance, Sections 11-2-6, 11-3-4 and Tables 11-2-1 and 11-3-3 allowing for accessory dwelling units in all residential zones and establishing land use standards.

Denney opened the public hearing.

Applicant: City of Idaho Falls.

Long stated that Accessory Dwelling Units (ADU) were introduced with the City-wide Code changes in April 2018. Long stated that they are almost ready to adopt the new Comprehensive Plan Imagine IF, and one of the action items was to permit ADU's in all zones.

Long presented that ADU's will be permitted in all residential zones, and that would need to change the code to permit ADU's in RP, R1, and RMH. Long stated that in addition to allowing them in all residential zones they are working to create ease to build the ADU's.

Long presented the change to 11-2-6 (N) (1)(d) that clarified Caretaker's residence; 11-2-6 (N)(2)(h) prohibiting Recreational vehicles as ADU's; 11-2-6 (N)(3) requiring a parking space on the lot where the ADU is located; 11-2-6 (N)(5) ADU's will not be calculated towards density calculations.

Long presented the change to 11-2-4 (C)(2) remove the rear lot coverage and added R2 and TN to include that the lot coverage is only areas under roofs.

Long wanted to go over the process of getting an ADU. Long indicated that it comes in as a building permit, which is reviewed by the building permit, and then also reviewed by the planning department to ensure that it meets all the ADU requirements. Long stated that they haven't had a lot of ADU's come forward, and they will monitor it to work out any bugs.

Long stated that they did have a comment brought to them about limiting ADU's to one bedroom. Long wants the commission to discuss that and if they want it added, it can be added before City Council.

Morrison asked what the maximum square footage for the ADU could be. Long stated that currently the ADU has a maximum of 750 square feet and included in that 750 square feet there is another requirement that the ADU only have one bedroom, and the public has asked that the 1-bedroom requirement be removed.

No one appeared in support or opposition.

Denney closed the public hearing.

Denney asked the Commissioners about their feeling on the one bedroom.

Wimborne doesn't feel that it is required, as you can have one bedroom and have 8 people in the living room, so limiting to one bedroom doesn't put the limit on that you would think you are putting on, but rather the 750 square feet will limit appropriately.

Morrison asked if there has been success or failure in other cities with ADU's. Long stated that it varies on how aggressive the city wanted to be, and the cities that were more successful removed a lot of the restrictions, so they didn't require parking on the property, had different size restrictions, and had very robust programs that supplied floor plans, targeted residents to build ADU's. Long felt that those programs had a lot of success, and if you let it be, it happens more organically.

Dixon asked about the prohibition on recreational vehicles and asked if it is a structure that doesn't have a foundation. Long stated that essentially that is what it would be, something on wheels that can be moved would not be permitted. Dixon asked about the foundation requirements for RMH. Beutler stated that RMH is the mobile home zone, and the unit would be required to meet the foundation or tie down requirements. Beutler stated that an RV is mobile and could move instead of being tied down. Beutler stated that there are already restrictions in the City of Idaho Falls, that you cannot live in a RV unless you are in a designated RV Park. Beutler stated this addition was an effort to reemphasize that requirement to make it clear. Beutler added that the short-term rental standards also indicate that it cannot be an RV. Dixon confirmed that the RMH Zone cannot have a trailer and it has to be off the wheels and tied down. Beutler clarified that if it is an RV park that it can be a trailer. Dixon clarified that the primary residence could be an RV, but the secondary residence couldn't be an RV. Beutler stated that RV Parks have specific development standards. Dixon is trying to understand ADU's as an allowed use in every zone, and he is looking at some zones and trying to understand what it means in that zone. Foster stated that in an RMH zone you can have a single wide, a double wide, manufactured home, but it has to be in a foundation, unless it is in an RV Park. Foster stated that you can have a double wide on a permanent foundation with an ADU. Beutler clarified that RMH zone does allow for an RV Park, but an RV Park has limitations to its use. Beutler stated that a mobile home and manufactured home park is a separate use all together, and it is similar with the pad sites, and the park is under one ownership, and they lease pad sites to place their homes. Beutler stated that adding ADU's to RMH zone is because even in an RMH zone you are also allowed to have a single-family home, so the intent is to provide ADU's anywhere a single-family home is allowed. Beutler added that you will not have ADU's in mobile home parks or RV parks because those are separate uses and have different development standards. Dixon asked if there is language stating that it is not allowed. Beutler stated that it is not the same use. So the use table in the staff report there will be uses called out.

Dixon asked why they don't count the ADU as part of the density calculation. Long stated that their research stated that it is by right, and by right if you have a dwelling unit, you can have an accessory dwelling unit, so that is why they didn't include it in the density. Dixon stated that you are doubling the allowed density without making it clear that you are doubling the allowed density. Dixon stated that for every dwelling unit you can have an ADU so if the density is limited to a certain number of units per acre you just doubled that number. Long stated that ADUs have guidelines and square footage requirements and they are smaller and have a purpose of a mother in lawsuits, or caretaker quarters. Long stated that it might not be a full dwelling, just an ADU to the main dwelling. Dixon argued that there aren't standards that the main dwelling unit be any particular size. Dixon stated that the main dwelling could be 751 square feet and the ADU 750 square feet, and most people would view that as a twin home. Dixon stated that this proposal would eliminate the idea of a single family detached home. Beutler stated that single unit detached home is allowed in every zone in the City. Dixon stated that if everyone has an ADU then you no longer have a single unit detached, you now have a double unit detached. Beutler stated it is unlikely that will occur. Beutler stated that ADU's are viewed as having very little impact to the neighborhood. Beutler stated that it was never the goal of the City to only have single family detached, and rather they want to diversify the housing choice. Dixon argued that it is a form of diversity to have neighborhoods that only have single family detached.

Wimborne asked if a neighborhood could create covenants that would restrict or limit ADU's in specific neighborhoods. Morrison stated that there are many neighborhoods that have an HOA. Beutler stated that it is possible, but there is a Bill being presented to the Legislature that will prevent any major restriction of allowing ADU's in a residential zone. Beutler stated that the Legislature did a similar thing a few years back with short term rentals, so that same proposal is coming forward with ADU's. Beutler added that it will prevent an HOA from having protective covenants that would prevent an ADU from being established.

Wimborne moved to recommend to the Mayor and City Council approval of the Amendments to Sections 11-2-6 and 11-3-4 and Tables 11-2-1, 11-3-3 of the Comprehensive Zoning Ordinance Pertaining to the Accessory Dwelling Units (ADUs) as outlined, Cantu seconded the motion. Denney called for roll call: Cantu, yes; Dixon, no; Morrison, no; Romankiw, yes; Wimborne, yes. The motion passed 3-2.

Dixon opposed the motion because he feels this is doubling the potential density and he doesn't understand it needs to be done this way as opposed to simply stating the allowed densities have been doubled, and he feels it is a hidden doubling of the density; and zoning is in place for people to choose in what type of a neighborhood they live in and not have to live next to an 8 plex if they don't choose to, and this will remove the guarantee of living in a single family neighborhood even though single family detached is the most popular form of housing in the City.

Morrison agreed with Dixon and feels this should be brought forth in an individual session of the Planning Commission and work on it more.

From: [Carla Bruington](#)
To: [Kathy Hampton](#)
Subject: FW: Accessory Dwelling Units
Date: Monday, March 28, 2022 2:22:51 PM
Attachments: [image001.jpg](#)

RE: Public Comment received



Office of the Mayor
Carla Bruington | *Executive Assistant to the Mayor*

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235
Fax: (208) 612-8560
CBruington@idahofallsidaho.gov

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From: Neil Hutten <huttnc@gmail.com>
Sent: Monday, March 28, 2022 1:58 PM
To: Office of the Mayor <Mayor@idahofalls.gov>
Cc: Michelle Ziel-Dingman <MDingman@idahofalls.gov>; Thomas Hally <THally@idahofalls.gov>; Jim Freeman <JFreeman@idahofalls.gov>; Jim Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Lisa Burtenshaw <LBurtenshaw@idahofalls.gov>
Subject: Accessory Dwelling Units

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

At the February 24, 2022, City Council meeting Mayor Rebecca Casper told the public that Accessory Dwelling Units would not be discussed during that night's meeting but that ADUs would be discussed at the March 31, 2022, City Council meeting. Therefore, it appears that public comments are still welcome on the topic of permitting ADUs in RP, R1, and RMH which would then allow ADUs in all residential zones. We have several concerns with these proposed changes.

Please vote against the proposed changes to ADUs in RP, R1, and RMH zones which would allow ADUs in all residential zones.

Accessory Dwelling Unit (ADU)

Approving the recommendation of Idaho Falls Planning Division staff to change the comprehensive plan to permit Accessory Dwelling Units (ADUs) in all residential areas will have several negative outcomes that will impact the city and residents of Idaho Falls.

1. Increasing the number of homes that include ADUs on any property in any existing residential area will result in increased congestion and crowding on city streets. This in turn will impact city functions such as snow removal and garbage pick up and access by emergency

vehicles. Allowing ADUs in all existing subdivisions will cause increased density in neighborhoods, increased crowding, greater demand for city utilities and services, and demand for parking space.

2. Homeowners in existing residential areas have a reasonable expectation that the major land zoning decisions and parameters that existed at the time of their home's construction would not be changed retroactively.

3. Homeowners in currently existing residential areas purchased their property partly due to the overall aesthetics and sightlines of the home and its neighborhood (aka curb appeal).

4. The aesthetics and desirability of any given existing subdivision will be reduced if ADUs are allowed because a homeowner in the subdivision might and could build another housing unit next to another without notice. This would create a higher density urban appearance in neighborhoods.

5. The number of available Single family detached homes for future residents would be significantly reduced by approval of ADUs in all existing residential neighborhoods. This category of home is the most sought after in Idaho Falls. Approval of ADUs in all existing residential areas will reduce housing diversity.

6. Allowing ADUs in areas that are currently not zoned for ADUs is a thinly veiled attempt to increase housing density within the city. This form of retroactive in-fill may seem attractive to some city planners who only look at the cost of services. The city owes its current residents the right to preserve and maintain the character of open space in existing subdivisions that is provided by single family detached homes without ADUs.

7. **Future new** housing developments can be built that include 750 sq ft homes on smaller plots of land. This would allow for a greater degree of housing diversity, such as in the subdivision being contemplated near Holmes and 25th Street or others.

Please vote against the proposed changes to ADUs in RP, R1, and RMH zones which would allow ADUs in all residential zones.

Respectfully submitted,

Neil and Dolores Hutten

199 E. Harvest Run Drive

Idaho Falls, ID 83404

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING CITY ZONING CODE SECTIONS 11-2-6, 11-3-4, AND TABLES 11-2-1, 11-3-3 TO CLARIFY REQUIREMENTS REGARDING ACCESSORY DWELLING UNITS; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted April 12, 2018, edition of the Comprehensive Zoning Code which promotes the health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires the standards of the Zoning Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning Division staff has determined there are updates needed to improve the consistency and clarity of the Code's standards pertaining to Accessory Dwelling Units; and

WHEREAS, the Council recognizes the desire for accessory dwelling units in all residential zones; and

WHEREAS, accessory dwelling units are permitted in all zones as are minor changes to reduce barriers to construct these units; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 15, 2022, and recommended approval of the code changes to the mentioned sections and tables pertaining to Accessory Dwelling Units; and

WHEREAS, on March 31, 2022, the Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes; and

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

SECTION 1. Table 11-2-1, of the City Code shall be amended to read as follows:

...

Table 11-2-1: Allowed Uses in Residential Zones

<p>P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P				P*			P
Animal Care Clinic					P*			
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C2	P	P		P	P
Day Care, Group*	C1		C1	P	P	C1	P	P
Day Care, Home	C1		C1	P	P	C1	P	P
Dwelling, Accessory Unit*	P	<u>P</u>	<u>P</u>	P	P	<u>P</u>	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C1		C1	C1	C1	C1	C1	C1
Information Technology								P
Laundry and Dry Cleaning					P*			P

Live-Work*					C 1			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C2		C2
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C3	C3	C3	C3		C3	C3	C3
Professional Service								P
Public Service Facility*	C2	C2	C2	C2	C 2	C2	C2	C2
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

...

SECTION 2. Section 11-2-6 of the City Code shall be amended to read as follows:

...

11-2-6: STANDARD FOR ALLOWED LAND USES

...

(N) Dwelling, Accessory Unit.

- (1) The accessory dwelling unit may be configured as follows:
 - (a) As an integral portion of a principal dwelling unit on any floor or basement; or
 - (b) As an attached structure to the principal dwelling unit; or
 - (c) As a separate structure; or
 - (d) As a caretaker's residence, when accessory and incidental to a permitted use and constructed as an integral portion of any floor of a structure in an Industrial or Commercial Zone.
- (2) The accessory dwelling unit shall comply with the following dimensional and design requirements, except for those units that fall under 11-2-6(N)(1)(d): (Ord. 3218, 9-13-18)
 - (a) The maximum size of the accessory dwelling is seven hundred and fifty (750) sq. ft., ~~and not more than one (1) bedroom.~~
 - (b) The structure that contains an accessory dwelling shall meet all required dimensional standards for the zone
 - (c) The accessory dwelling structure shall be well-matched in height, bulk, and site location with the adjoining neighborhood.
 - (d) As an attached structure the accessory dwelling unit shall be designed together

with the principal dwelling in such a way as to resemble that of a single-unit dwelling.

- (e) As an attached or separate structure the accessory dwelling unit shall be designed with the same architectural design, style and appearance of the principal dwelling unit.
- (f) If included as part of the primary structure, only one (1) entrance to the primary structure may be located on the front building elevation except for structures where multiple entrances already exist. If multiple entrances exist then the accessory dwelling may utilize an existing entrance on the front building elevation.
- (g) The accessory dwelling unit shall have a separate entrance from the primary dwelling, meet the building code requirements for a separate unit, and be functionally separate from the primary dwelling.

(h) Recreational vehicles shall be prohibited for use as an accessory dwelling unit.

- (3) One (1) parking space shall be required on the lot where ~~for~~ the accessory dwelling is located in addition to the existing minimum parking requirement for the principal dwelling unit. A driveway ~~apron~~ may be used for this requirement. Conversion of a garage into an accessory unit is not permitted unless required parking can be provided elsewhere on the lot.
- (4) The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence, except for units accessory to nonresidential uses. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder.(Ord. 3218, 9-13-18)
- (5) Only one (1) accessory dwelling unit shall be permitted on a lot of a principal dwelling unit. Accessory dwelling units shall not be counted in density calculations.
- (6) The accessory dwelling unit shall not be sold separately or converted to any form of legal ownership different from the principal dwelling unit.

...

SECTION 3. Section 11-3-4(C) and Table 11-3-3 of the City Code shall be amended to read as follows:

...

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

...

(C) Maximum Lot Coverage, Building Height, and Density.

- (1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.
- (2) In the RE, RP, R1, R2, TN and RMH Zones lot coverage for single unit residential uses shall only include those areas under roofs.

- (3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires and additional one foot (1') in setback. (Ord.3310, 6-18-20)

...

Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RM H
Setbacks – Minimum in ft.								
Front	40	30	25	20	15	15	15	25
Side	20	0/7.5 *	0/6*	0/6*	0/5*	0/6 *	0/6*	0/10*
Rear	40*	0*	0*	0*	0*	0*	0*	0*
Building height- Maximum in ft.		12/2 4*	12/2 4*	12/2 4*	12/2 4*			12/24 *
Lot coverage of the rear yard, maximum %	30	30	30	30	30			30
*See explanations, exceptions and qualifications that follow in Section 11-3-4D (1-5) of this Zoning Code.								

...

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

SECTION 6. 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 7. 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 _____, 2022.

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; AMENDING
CITY ZONING CODE SECTIONS 11-2-6, 11-3-4, AND TABLES 11-2-1, 11-
3-3 TO CLARIFY REQUIREMENTS REGARDING ACCESSORY
DWELLING UNITS; AND PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE
DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

From: [Ron Folsom](#)
To: [Brad Cramer](#)
Subject: Re: ADU Unit Proposal
Date: Friday, February 25, 2022 7:26:05 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brad,

Good to hear from you. No, I didn't take your excellent explanation of what you've gone through to get to this place as adversarial. Just the opposite and I appreciate.

You should know that I made the first presentation years ago to the Ammon Commission and Council on ADUs, so I've been a supporter of the idea for years. I asked for 750 sq ft but couldn't convince them of it so I think it was 500 and more of a studio than the ADUs they build now. My concern is protecting the integrity of the neighborhoods and an ADU regulated as you are saying will do that. Unfortunately, when we read an article in the paper, we don't get that story. Maybe I should have called you!!

STR in Island Park are at a point there are nearly no workforce housing left available. In fact, people have sold their rentals and some of them their homes because of the high market value and STR people pay even higher than market. We had people leave last summer that had lived here in rentals some for as long as ten years, but the cabin was sold to STR owners. Up here it has become not just a summer homeowner subsidizing their expenses to have a home its now corporations buying five or six homes and several individuals that have jumped on board and own five or six themselves. None of them live here so that's what the biggest issue has become. When neighbors have an issue, they talk to a property manager that has no authority and the owners and visitors have no vested interest. It makes for some tense moments. I'm fortunate, there are six rentals in my neighborhood, but none have ever been an issue, but I have friends that live in a nightmare for weeks at a time with ATVs cutting through their property, snow machines in the winter, noise and dozens of vehicles. The biggest issue is seriously Fremont County's lack of enforcement of the ordinances they have in place which do not conflict with HB216. We're hoping to have a new ordinance in place by fall but the County moves slower than you can imagine. They've been working on a new development plan for six years. In all that time they have held not even one public meeting, no surveys, and no community committees for review. Basically, one person is writing it and making the changes with no input, not even from the Commission. Its hard for me to even wrap my head around.

So, it sounds like you have your ADUs under control and the property owner living on property is a big step in the right direction. I would only caution you on STR and size of the ADU which you mentioned. Up here a two-bedroom ADU is allowed eight STR renters. If you add that to a principal home as a STR you can have easy 25 people on the lot. Just beware!

Thanks for your great explanation and you have indeed changed my mind!!

Ron Folsom 208.313.4180

On Feb 24, 2022, at 3:58 PM, Brad Cramer <BCramer@idahofalls.gov> wrote:

Good afternoon Ron,

It's good to hear from you and thank you for the email. I'll make sure it's included in the packet that goes to City Council for the hearing. I know you've worked in this field and understand the issues at a deeper level than most so I did want to address a couple of your concerns here. I'm also happy to chat more about it. I wasn't at the P&Z meeting so I wasn't able to respond directly to some of Dixon's concerns, but I would have.

When we were doing our community engagement for our new comprehensive plan, we spent a lot of time asking questions and having discussions about housing. Specifically, we were trying to find the right balance for diversifying neighborhoods without drastically changing the character of existing neighborhoods. We asked about all kinds of housing types, including ADUs and asked people where they thought they belonged. We did this with the City as a whole and we also divided the City into 5 areas and asked the questions there to see if responses varied by geography. The only housing type that more than 50% of respondents said they were ok with anywhere in the neighborhood was ADUs. The other types were much more mixed. With that support, we began expanding where we currently allow them to all zones that allow housing.

You and Dixon are correct that it may mean ADUs start popping up in historically single-family only zones. Where we are going to disagree is I don't see this as an issue. ADUs will still have restrictions that we've tried to structure carefully to avoid the nuisances. We've put in the code that on properties that have an ADU, the owner of the property must live on the property. A deed restriction must be filed against the property to help keep this from becoming an issue when the property is sold. There is currently a limit for 1-bedroom although we're going to recommend the Council consider changing that.

Yes, for now they could be used as a short-term rental, but right now so could any home in Idaho Falls. That's a much larger issue/question as you well know living in Island Park, that needs to be thought through as well, but the legislature has made that difficult with the law they passed a couple of years ago. Likewise, no

resident can have any reasonable expectation that their next door neighbor will always be an owner of the property. There are no restrictions on whether a home can be rented or not. In our single-family zones, twin homes are allowed by right and have been allowed for years (previously as CUPs). There is no expectation that those wouldn't be rentals. The expectation that is changing is that there would only be one dwelling on the same property, but that's also only been an expectation since zoning came to Idaho Falls anyway. Neighborhoods built prior to zoning ordinances were full of diverse housing types, including basement apartments, boarding houses, etc. Those neighborhoods are now some of the most beloved in Idaho Falls and many other communities. This really isn't a new concept, it's just one that zoning made illegal for 75 years or so.

I do take some issue with Dixon's comments about not having a choice about what happens on a neighbor's property. What right has one owner ever had over their neighbor's property? As I'm sure you are aware since you worked in planning for many years, zoning has deep roots in segregation. It was used for decades as a tool to separate people based on race. That has evolved to today's world where it is seen by many (although it's never described this way) as a way to separate by socio-economic status. Cities and states across the country are starting to ask if the government's role is to maintain codes that perpetuate such segregation. Some states are now pre-empting cities from having single-family exclusive zoning.

There are also benefits to ADUs to a community. It is a relatively easy way to add more affordable, smaller units which are desperately needed. With the supplemental income, it increases the ability to own a home. For an owner that wants a smaller space but doesn't want to move from their neighborhood, they can live in the ADU and rent out the larger home. Under our standards with the requirement that the owner live on the property, the issue with absentee landlords diminishes. As with all rentals and owner-occupied homes, there will be good tenants and not-so-good tenants. It won't be perfect. But we really do believe this is an important step to take in Idaho Falls to help address our housing issues.

Ron, I hope you'll not take this as adversarial or trying to convince you of our approach, just commentary between two people who used to work together in neighboring cities. I'd be happy to discuss further if you'd like.

<image002.png>

Community Development Services

Brad Cramer | *Director*

680 Park Avenue
Idaho Falls, Idaho 83402
Work: (208) 612-8276

Fax: (208) 612-8520
bcramer@idahofallsidaho.gov

From: Carla Bruington <CBruington@idahofalls.gov>
Sent: Thursday, February 24, 2022 1:24 PM
To: Ron Folsom <ronwfolsom@icloud.com>
Cc: Brad Cramer <BCramer@idahofalls.gov>
Subject: RE: ADU Unit Proposal

Good Afternoon – Thank you for reaching out the Office of the Mayor with your ADU-related comments. Community Development Services Director Brad Cramer is copied on this response that he may be informed of your position.

Sincerely,

Office of the Mayor

<image003.jpg>

Office of the Mayor
Carla Bruington | *Executive Assistant to the Mayor*

308 Constitution Way
Idaho Falls, Idaho 83402
Work: (208) 612-8235

Fax: (208) 612-8560

CBruington@idahofallsidaho.gov

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From: Ron Folsom <ronwolsom@icloud.com>
Sent: Wednesday, February 23, 2022 5:39 PM
To: Office of the Mayor <Mayor@idahofalls.gov>; Michelle Ziel-Dingman <MDingman@idahofalls.gov>; Thomas Hally <THally@idahofalls.gov>; Jim Freeman <JFreeman@idahofalls.gov>; Jim Francis <JFrancis@idahofalls.gov>; John Radford <JRadford@idahofalls.gov>; Lisa Burtenshaw <LBurtenshaw@idahofalls.gov>
Subject: ADU Unit Proposal

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February 23, 2022

Idaho Falls Mayor and City Council,

I read the article in a recent Post Register about the Planning and Zoning Commission recommending that ADUs be allowed in all residential zones. I have recently sold my last property in Idaho Falls but still think of the Idaho Falls as my hometown.

As I read through the quotes it seems that Commissioner Dixon hit the nail on the head several times but was countered by questionable explanations by Staff.

First and foremost, the idea that it is “unlikely that would occur” when Dixon suggested that no residential zones will be exclusively single family detached properties and instead be double detached residential properties. Honestly, Dixon’s argument is very spot on. Weather or not every property owner decides they want an ADU or not, this change is a major change to the zoning that currently allows single family detached homes only.

The idea that “a homeowner has the right to build an ADU” may well be a movement that is common but that does not make it reasonable. Based on that

logic, can a property owner consider it their right to have an auto service business in their garage? Of course not, and simply put that isn't losing a right it is using zoning as it was intended to be and that is to regulate and maintain the integrity of residential subdivisions. Certainly, there may be a need for a zone that allows ADUs, but they should not be allowed by a sweeping change of zoning that has been in place for decades. Please understand that by providing a right to what will likely be a minority of property owners, you will have taken the right from all surrounding properties to the regulations that they purchased their property expecting. Property with a backyard that is quiet with only one family group, no threat of having a rental property adjacent to their backyard and the expectations that the property adjacent to a neighbor be one with likely only one structure in the backyard. Will you also remove the right of the ADU builder that they cannot have a shed in their backyard to maintain the one accessory building rules?

One Staff member stated the "The goal has always been to try to diversify and provide housing choice, rather than having neighborhoods that only have one type of housing." Really? While providing diversity has been a goal in most planning circles for many years the idea of making a change to the most successful and in demand type neighborhood was certainly not always the plan. The diversity of single family detached home with only one dwelling per lot will be taken away with if this idea is adopted. Some of these logics fail to recognize what rights are being taken away from the other property owners that aren't interested in having an ADU in their or their neighbor's backyard which is very often why people buy property.

To have a staff member suggest that it could be controlled by HOAs and then immediately add that there is currently a bill in the Legislature to ban HOAs from controlling ADUs as well as ban local jurisdictions from banning them. If the bill passes this discussion at your City Council is null and void since you will have no choice on the matter (kind of like all the people expecting only one dwelling per lot).

When Dixon brought up the question of density, he was told that an amendment to the rules would "accessory dwelling units shall not be counted in density calculations." So, the proposal is to allow up to a 750 square foot dwelling on the same lot as another single family detached dwelling. Easily that size dwelling can include two bedrooms. How many occupants does that allow on a short term? Regularly up to eight occupants if you allow it and the occupancy level of short-term rentals are a major issue for the rental marketplace player because each occupant raises the nightly rate. Dwelling unit density is just that and not counting them is at the very least deceptive.

Unfortunately, it seems very clear where this movement will lead. The pressure from Real Estate Corporations and in the Legislature the short-term rental marketplace has had a huge effect on residential subdivisions. While Idaho Falls doesn't seem to have been affected yet by the short-term rental boom, it like most large cities will eventually be affected without regulation and this step is a step of putting a short-term rental in every ADU that's built. If there's one primary building and one ADU on a lot with the property occupying the primary, you currently cannot prohibit the owner from renting the ADU as a short-term rental. Once again if there's only one every block or so that will likely never affect Idaho

Falls but if you do research, you will see there are cases on short term rental companies purchasing multiple properties in a neighborhood and turn the entire property into short term rentals. This is an issue that the recreation cities in our State have seen and understand clearly. The idea of adding short term rentals to every neighborhood will not make citizens happy when the noise begins. This may never happen with the ADUs but what happens when the property sells, and the primary house is rented short term and the ADU is then rented short term? You then have two groups of people that have no vested interest in the property or the City. Maybe you regulate so only one of the two can be a short-term rental for instance or short-term rentals in ADUs be required to have the owner occupying the primary house to help the neighborhood. This is what effects neighborhoods and adding ADUs as an allowed use starts your city down that road.

In closing I hope you take my comments for what they are and that is a serious concern for allowing something that can easily be damaging to neighborhoods that have been in place for years. If this type of zoning is needed, create that zone and allow those neighborhoods that support it to do a rezone. Please don't do a blanket allowance by approval of this idea.

Thanks,

Ron Folsom

208.313.4180