



IDAHO FALLS



# City Council Agenda

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City of Idaho Falls  
Regular Council Meeting  
680 Park Avenue

**Thursday**  
**July 14, 2022**  
**7:30 p.m.**

**Mayor**

Rebecca Casper

**City Council**

Michelle Ziel-Dingman  
Council President

John Radford  
Council Seat 5

Jim Freeman  
Council Seat 6

Tom Hally  
Council Seat 3

Jim Francis  
Council Seat 4

Lisa Burtenshaw  
Council Seat 2



Livestream at [www.idahofallsidaho.gov/429/Live-Stream](http://www.idahofallsidaho.gov/429/Live-Stream)



# City Council Meeting

## Agenda

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, July 14, 2022

7:30 PM

City Council Chambers

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**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](http://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. Airport**

- 1) Approval of Multi-Tasking Equipment (MTE) for Airfield Snow Removal **21-566**

The Airport follows an Airport Advisory Board approved 5-year Capital Improvement Plan. As part of this plan, the Airport requests authority to purchase multi-tasking equipment (MTE) from M-B Companies, Inc. The equipment will cost \$787,077 of which the FAA will cover 93.75% or \$737,885. The remaining balance of \$49,192 is budgeted in FY23 in the Airport Fund. Additional engineering costs will not exceed \$30,000 for this project. The additional snow removal equipment will aid Airport staff in maintaining the airfield during snow events.

**Attachments:** 005100 Notice of Award IDA MTE.pdf  
IDA MTE Rec of Award.pdf  
IDA Work Order 22-04 SRE.pdf

**B. Idaho Falls Power**

- 1) IFP 22-22 Switch and PT Purchase for Idaho Falls Power **21-567**  
This purchase is for materials to upgrade the York substation.

**Attachments:** Bid Tabulation 1 Sheet.pdf

**C. Municipal Services**

**1) Minutes from Council Meetings 21-570**

June 27, 2022 City Council Work Session and Executive Sessions; and June 30 2022 City Council Meeting

**Attachments:** 20220627 Work Session and Executive Sessions - Unapproved.pdf  
20220630 Council Meeting - Unapproved.pdf

**2) License Applications, all carrying the required approvals**

**Action Item:**

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

**5. Regular Agenda.**

**A. Municipal Services**

**1) RFP 22-03, Permitting, Licensing, Code Enforcement and Planning 21-558**

**Project Software System**

Request for Proposal (RFP) 22-03 was issued on January 28, 2022 for a permitting, licensing, code enforcement and planning project software system. By February 25, 2022, the city received a total of seven proposals. An evaluation team of city staff scored the proposals and is recommending Power Engineers and the Cityworks software system. The Power Engineers proposal included a full implementation and migration to the Cityworks platform. The consensus of the evaluation team was the Cityworks GIS-centric permit, license and land software platform best suited the city's needs and business processes. Power Engineers is a platinum Cityworks partner with qualifications and experience with more than 160 implementations for cities and utilities around the United States. In addition to the total award of \$652,374.00, the annual maintenance and licensing costs are expected to be \$48,000 (year one), \$58,000 (year two), and \$68,500 (year three).

**Action Item:**

Approve the professional services agreement with Power Engineers for a total of \$652,374.00 (or take other action deemed appropriate).

**Attachments:** POWER Engineers Bid Response\_Idaho Falls\_RFP #IF-22-03  
Revised\_Optional Customization.pdf  
MS\_RFP 22-03 Scoring Matrix.pdf

**2) Public Hearing for the Auction of Real Property 21-561**

Idaho Falls Power has determined 10-acres purchased for the river crossing for the Sugarmill to Paine Line, north of the upper power plant is no longer needed and recommends surplussing this property.

**Action Item:**

Pursuant to Idaho Code 50-1402, Municipal Services and Idaho Falls Power request Council authorization for Mayor and Staff to take the actions necessary to conduct a public hearing to auction

city-owned property (or take other action deemed appropriate).

**B. Public Works**

**1) Change Order 1 for Sludge Hauling Contract with Iron Horse Trucking 21-569**

Attached for consideration is a change order with Iron Horse Trucking regarding the sludge hauling contract for the Wastewater Division. The change order provides an extension of time from September 30, 2022 to November 30, 2022, increases the quantities for the sludge haul and introduces a fuel escalation clause for work completed after approval of the change order.

**Action Item:**

Approval of the change order and authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**Attachments:** Sludge Haul Change Order 1.pdf

**C. Fire Department**

**1) Jefferson County Ambulance Service Agreement 21-562**

This service agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services to the residents of Jefferson County.

**Action Item:**

Approval of the Ambulance Service Agreement between the CITY and Jefferson County and give authorization for the Mayor and City Clerk to sign necessary documents (or take other action deemed appropriate).

**Attachments:** Jefferson County Agreement.pdf

**D. Airport**

**1) Approval of Professional Services Agreement with Pro-Tec Fire Services for Aircraft Rescue and Firefighting services at the Idaho Falls Regional Airport. 21-563**

The purpose of this professional services agreement is to obtain services and support for the Airport Rescue and Firefighting requirements as prescribed by the FAA. Pro-Tec Fire Service will be able to provide additional services and training to the Idaho Falls Regional Airport to ensure compliance with FAA regulatory requirements and the overall safe operation of the Airport.

**Action Item:**

Airport staff requests that the City Council approve Professional Services Agreement as attached for services to be provided by Pro-Tec Fire Services and give authorization for the Mayor to execute the agreement (or take other action as deemed appropriate).

**Attachments:** Pro-Tec Fire Services Professional Services Agreement 7.6.22.pdf

**E. Community Development Services:**

**1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant 21-565**

Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Airport Overlay Controlled Development Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and voted to recommended approval of the annexation with an initial zoning of HC and LC with Airport Overlay Controlled Development Zones. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance annexing 43.968 acres of the East ½ of the Southeast ¼ of Section 7, 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 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** Aerial  
Zoning Map  
Comp Plan Map  
Airport Land Use  
Staff Report  
PC Minutes  
Reasoned Statement  
Ordinance  
Exhibit A.pdf  
Exhibit Map.pdf

- 2) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. 21-568

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and recommended approval of HC and LC with Controlled Development Overlay Zones. Staff concurs with this recommendation.

**Action Item:**

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

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

**Attachments:** Aerial  
Zoning Map  
Comp Plan Map  
Proposed Zoning Exhibit.pdf  
Reasoned Statement Zoning 43.968 Acres.docx  
Ordinance  
Exhibit A.pdf  
Exhibit Map.pdf

- 3)** Public Hearing-Rezone from P, Parks and Open Spaces with a PUD, **21-564**  
Planned Unit Development Overlay Zone to LC, Limited Commercial,  
and R3A, Residential Mixed Use with no Overlay Zone, Zoning  
Ordinance and Reasoned Statement of Relevant Criteria and Standards  
for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17  
Bel Aire Addition Division 3, First Amended.

Attached is the application for Rezoning from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Number 3, First Amended. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and recommended to the Mayor and City Council approval of the zone change with a unanimous vote. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance Rezoning approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Division 3, First Amended from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone, under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

**Attachments:** Aerial  
Zoning Map  
Comp Plan Map  
Staff Report  
Land Use Table Residential  
Land use Table Commercial  
PC Minutes.docx  
Reasoned Statement Zoning.docx  
Ordinance

- 4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division No. 2. **21-544**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes Division No. 2. The Planning and Zoning Commission considered this item at its February 15, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Development Agreement for the Final Plat for Skyline Manor Townhomes Division No. 2 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 Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

6. **Announcements.**

7. **Adjournment.**

# Memorandum

File #: 21-566

City Council Meeting

**FROM:** Bruce Young - Airport Assistant Director of Finance and Administration  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Airport

## Subject

Approval of Multi-Tasking Equipment (MTE) for Airfield Snow Removal

## Council Action Desired

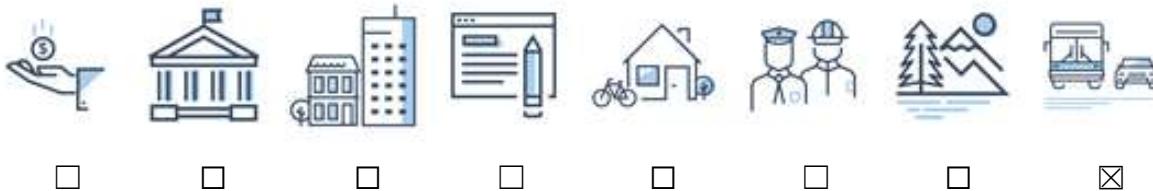
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Airport staff request City Council approval of the attached Notice of Award to M-B Companies, Inc. for the federally funded purchase of snow removal equipment and authorization for the Mayor to execute the agreement (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Airport follows an Airport Advisory Board approved 5-year Capital Improvement Plan. As part of this plan, the Airport requests authority to purchase multi-tasking equipment (MTE) from M-B Companies, Inc. The equipment will cost \$787,077 of which the FAA will cover 93.75% or \$737,885. The remaining balance of \$49,192 is budgeted in FY23 in the Airport Fund. Additional engineering costs will not exceed \$30,000 for this project. The additional snow removal equipment will aid Airport staff in maintaining the airfield during snow events.

## Alignment with City & Department Planning Objectives



The purchase of the multi-tasking equipment supports the reliable public infrastructure and transportation community-oriented result by acquiring new equipment in response to growth of the city.

## Interdepartmental Coordination

Not applicable.

## Fiscal Impact

This equipment is mainly funded by FAA Airport Improvement Program. The remaining amount is funded by Airport revenue.

**Legal Review**

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

## NOTICE OF AWARD

Dated: July 6, 2022

TO: M-B Companies, Inc.

(BIDDER)

ADDRESS: 201 MB Lane,  
Chilton, WI 53014

OWNER'S PROJECT NO. FAA/AIP 3-16-0018-TBD-2022

PROJECT: Idaho Falls Regional Airport

OWNERS' CONTRACT NO. \_\_\_\_\_

CONTRACT FOR: Multi-Tasking Equipment (MTE) for Airfield Snow Removal

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid submitted to the City of Pocatello dated August 3, 2021 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the above referenced project for Seven hundred eighty seven thousand seventy seven Dollars (\$787,077.00).

Three unexecuted copies of the proposed Procurement Agreement accompany this Notice of Award.

One set of the Contract Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. You must deliver to the Owner 3 fully executed counterparts of the Procurement Agreement including all the Contract Documents.
2. You must deliver with the executed Procurement Agreement the Certificates of Insurance and Performance and Payments bonds as specified in the Instructions to Bidders; General Conditions for Procurement Contracts, Article 4; and Supplementary Conditions.
3. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
4. This award is subject to the availability of the Federal Aviation Administration, Airport Improvement Program (FAA, AIP) Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.

COPY to ENGINEER

5. Other Conditions and Precedents.

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Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Procurement Agreement with the Contract Documents attached.

City of Idaho Falls, Idaho  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACCEPTANCE OF AWARD

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE) (DATE)

July 6, 2022

Mr. Rick Cloutier  
Airport Director  
Idaho Falls Regional Airport  
2140 N. Skyline  
Idaho Falls, Idaho 83402

**RE: AIP Project 3-16-0018-TBD  
Multi-Tasking Equipment (MTE) for Airfield Snow Removal  
Recommendation of Award**

Rick;

The Pocatello Regional Airport (PIH) opened sealed bids for Multi-Tasking Equipment (MTE) for Airfield Snow Removal last year. Bids were received by PIH and publicly opened at 2:30 p.m. Thursday August 5, 2021, as specified in their Notice Inviting Bids. The bid documents included a Joint Purchasing Agreement or “Piggyback Clause” in Section 18.7 of the Instructions to Bidders. The Joint Purchasing clause is as follows:

*Pursuant to Idaho Code Section 67-2807 Joint Purchasing Agreements – Not -For-Profit Associations, the Bidder certifies, by submission of a Bid, that Bidder shall extend the same price for the equipment specified in the Procurement Documents to the following political subdivisions in the State of Idaho providing there is no conflict with any applicable statutes, rules, policies or procedures: City of Boise, Friedman Memorial Airport Authority, Lewiston-Nez Perce County Airport Authority, City of Idaho Falls, and City and County of Twin Falls. Each entity that chooses to piggyback off this competitive sealed bid procurement shall be responsible for its own notice of award (purchase order), procurement contract; arrangements for delivery and acceptance; and payments, including applicable freight charges if outside the original geographic delivery area. Prices and terms shall remain in effect for 365 days following bid opening.”*

Per the Joint Purchasing clause, the Idaho Falls Regional Airport is eligible to procure the same piece of equipment at the same bid price within 365 days of bid opening. The apparent low bidder from the PIH procurement was M-B Companies, Inc (M-B) of New Holstein, Wisconsin. This company’s total bid for the equipment was \$787,077.00 and the Engineer’s Estimate for this project was \$750,000.00. The bid summary is attached for your information and the bid results are summarized in the following table:

Contractor	Location	Total Bid
M-B Companies, Inc.	New Holstein, WI	\$787,077.00
Oshkosh Airport Products, LLC	Oshkosh, WI	Letter – No Bid

The letter from Oshkosh stated they would not be submitting a bid as the specification allowed either a modular or non-articulating MTE as required by FAA Advisory Circular 150/5320-20A “Snow and Ice



**T-O ENGINEERS**

July 6, 2022

Page 2

Control Equipment". Oshkosh stated they only produce a modular MTE and would be at a "significant price disadvantage" versus a non-articulating MTE.

The bid submitted by M-B was reviewed for bid submittal requirements and was determined to be responsive. The System for Award Management (SAM) website was checked and M-B has not been debarred or suspended. All bid documents have been reviewed and confirmed to be complete. There was no published DBE goal for this project and M-B is not a certified DBE contractor. As there is no published DBE goal for this project, this doesn't affect their responsiveness.

M-B submitted their Certification of Buy American Compliance and indicated their equipment is not comprised of 100% US domestic content but would be eligible for a Type 3 Waiver. The Type 3 Waiver was approved by the FAA on September 2, 2021.

Based on the evaluation of the bid, T-O Engineers recommends award of the project to M-B Companies, Inc in the total amount of \$787,077.00. This award should be made contingent upon receiving the FAA's concurrence with the Recommendation of Award and the availability of federal funds. We will forward the Notice of Award and Agreement to you under separate cover. If you have any questions regarding the bid, the bid results or the award process, please do not hesitate to call me.

Sincerely,

T-O ENGINEERS, INC.

Nathan Cuvala, P.E.  
Project Manager

Enclosures:

Bid Summary

cc: Joe Nye, FAA

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## **WORK ORDER 22-04 IDAHO FALLS REGIONAL AIRPORT (IDA) IDAHO FALLS, IDAHO**

### **ACQUIRE SNOW REMOVAL EQUIPMENT - MTE**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated April 2019.

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#### **SCOPE OF PROFESSIONAL SERVICES:**

The Scope of Work dated July 5, 2022 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

#### **FEES:**

Fees for services provided under this Work Order will be determined and billed on a Time and Materials basis as follows:

• <b>Task 1-6 (Time and Materials)</b>	<b><u>\$29,488.94</u></b>
• <b>Total Fee:</b>	<b><u>\$29,488.94</u></b>

Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal dated July 5, 2022 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 22-04 to the AGREEMENT the day and year first above written.

FOR: IDAHO FALLS REGIONAL AIRPORT

\_\_\_\_\_

By: Rick Cloutier

Title: Idaho Falls Regional Airport Director

Date: \_\_\_\_\_

FOR: T-O ENGINEERS, INC.

\_\_\_\_\_

By: Nathan Cuvala, P.E.

Title: Project Manager

Date: \_\_\_\_\_



# **WORK ORDER 22-04**

## **EXHIBIT A – SCOPE OF WORK**

### **IDAHO FALLS REGIONAL AIRPORT (IDA)**

### **IDAHO FALLS, IDAHO**

### **SNOW REMOVAL EQUIPMENT ACQUISITION**

This Scope of Work describes the professional services to be provided in support of a project for the Idaho Falls Regional Airport (IDA). The purpose of this project is to acquire a piece of snow removal equipment (SRE) via Idaho's Joint Purchasing statute. Specifically, this equipment will consist of a Multi-Task Equipment (MTE) with a plow on the front and a mid-mount broom with air-blast for airfield snow removal.

This project will be funded with assistance from the Federal Aviation Administration (FAA) and will be completed in accordance with FAA requirements. The Owner intends to acquire this equipment through a cooperative acquisition with another airport in Idaho. Idaho State Law permits public entities to "piggy-back" on an acquisition by another public entity within the state. In this case, the Owner intends to purchase a piece of equipment identical to equipment acquired through a competitive bidding process by the Pocatello Regional Airport in Pocatello, Idaho. The Supplier for that acquisition is M-B Company, Inc. of New Holstein, Wisconsin. Man-hours and work effort described in this Agreement assume this type of acquisition from this supplier throughout.

## **SCOPE OF PROFESSIONAL SERVICES**

### **TASK 1 - ADMINISTRATION**

During the course of the Project the following general administrative services shall be provided.

- 1.1 Prepare a Work Order specifically addressing this project. The Work Order shall include a detailed Scope of Professional Services narrative. Review the Scope with Owner and FAA and modify as necessary, based on comments received. The Work Order shall also include a detailed cost proposal based on estimates of professional service man hours, hourly rates and lump sum costs required to accomplish the design development and administration of the work.
- 1.2 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress.
- 1.3 Advise and coordinate with Owner and FAA through initial setup and scoping of project.

### **TASK 2 - DESIGN**

Services required to complete the design of this project include the following tasks:

- 2.1 Prepare an Engineer's Design Report including calculations to document the need for the

equipment and the design process. This report shall be prepared in accordance with FAA requirements.

### **TASK 3 - AWARD**

Assist the Owner in the competitive sealed bid process. This Task also includes services to prepare and process contract award and construction agreement documents for the Owner. Award phase services shall include the following tasks:

- 3.1 Coordinate with Owner and Supplier prior to preparation of award documents.
- 3.2 Prepare a Recommendation of Award letter and submit to FAA along with Buy American Waiver documentation.
- 3.3 Prepare Agreement and other contract documents, review Agreement, and insurance documents submitted by Supplier, and assist Owner and Supplier in processing Agreement documents.
- 3.4 Coordinate with owner throughout the award process and distribute copies of all executed contract documents.

### **TASK 4 – PROCUREMENT ASSISTANCE**

During the procurement phase of a contract, the Consultant shall administer all aspects of the procurement contract over which the Consultant can be expected to have realistic control in order to assist the Owner in monitoring and documenting the procurement assistance process for specification and schedule compliance, quality assurance, and cost control. Procurement Assistance Phase Services shall more specifically include:

- 4.1 Prior to equipment delivery: Identify anticipated submittals and submittal schedule, advise successful bidder as to the requirements; review Supplier's submittals for compliance with specifications, identify deviations noted, assist in coordination of resubmittals, clarify specifications and document submittal process.
- 4.2 Prior to equipment delivery: Review Supplier's production and delivery schedule for compliance with contract requirement, identify deviations noted and document delivery process.
- 4.3 Assist Owner as required in communications with successful bidder during the pre-delivery process.
- 4.4 Review pay requests (two anticipated) and submit to the Owner for approval and signature.
- 4.5 Coordinate with FAA and Owner throughout the Procurement Assistance phase.
- 4.6 Participate in inspection/certification of compliance of equipment upon delivery and initial startup if requested by Owner. (Includes travel time.)
- 4.7 Assist Owner with the documentation of deficiencies and coordination of the correction or resolution with the Supplier as requested by Owner.

- 4.8 Assist Owner with documentation of acceptance for final payment.

NOTE: Consultant assumes an orderly and routine procurement process in preparation of the fee estimate. Resolution of non-routine issues which may be associated with production or delivery delays, non-compliance with specifications, or other unanticipated conditions are considered Additional Services beyond the scope of the fee estimate and work required to complete the work described herein.

## **TASK 5 – CLOSEOUT/DOCUMENTATION**

Task 5 shall consist of project closeout and documentation services. Closeout phase services shall include the following tasks:

- 5.1 Document the project work and accomplishments in a Final Report in accordance with FAA guidelines.
- 5.2 Assist Owner with closeout budget analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Owner.

## **TASK 6 – ADDITIONAL SERVICES**

Consultant shall provide the following services as "Additional Services":

- 6.1 Assist the Owner with Grant Administration tasks.
- 6.1.1 Prepare a Grant Application for submittal to FAA. Update the Grant Application for FAA-AIP funding assistance based on project bid results. Assist Owner in coordination of Grant Application submittal and process.
- 6.1.2 Assist the Owner to prepare and process required certifications for submittal to the FAA.
- 6.1.3 Assist the Owner with preparation of annual SF 271 and SF 425.
- 6.1.4 Assist the Owner with quarterly performance reports in accordance with Table 5-16 of FAA Order 5100.38D.
- 6.1.5 Provide periodic project budget updates to Owner during execution of the work.
- 6.2 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting.
- 6.3 Assist and coordinate with independent auditors to locate appropriate documents for performing A-133 annual audit.



## EXHIBIT B

Idaho Falls Regional Airport Work Order #22-04		Snow Removal Equipment Acquisition MTE		
Hours & Fees Summary		July 5, 2022		
Tasks 1-6, Time and Materials				
<b>1. Personnel Costs</b>				
Classification	Title	Hours	Rate/Hour	Cost
Prin	Principal	1	\$88.85	\$88.85
PM	Project Manager	72	\$66.59	\$4,794.48
PE	Project Engineer	72	\$48.19	\$3,469.68
EI	Construction Manager/Specifier	28	\$37.38	\$1,046.64
Adm.	Administrative Assistant	23	\$29.81	\$685.63
<b>Totals:</b>		<b>196</b>		<b>\$10,085.28</b>
			Overhead	\$12,781.08
			Profit	\$5,716.59
			<b>Total Labor</b>	<b>\$28,582.94</b>
			<b>Labor Multiplier</b>	<b>2.83</b>
<b>2. Subconsultant Fees</b>				
None				\$0.00
Subconsultant Assumption of Risk & Liability				\$0.00
<b>Subtotal, Subconsultant Fees:</b>				<b>\$0.00</b>
<b>3. Reimbursable Expenses</b>				
Description	Number	Unit Cost	Cost	
Vehicle Travel (Per Mile)	560	\$0.63	\$350.00	
Rental Vehicles - (Per Day)	0	\$0.00	\$0.00	
Lodging (Per Night)	2	\$128.00	\$256.00	
Meals (Day Trips - Per Day)	2	\$50.00	\$100.00	
Per Diem (On Site Personnel - Per Day)	0	\$66.00	\$0.00	
Document Reproduction (Lump Sum)	1	\$50.00	\$50.00	
Shipping, Postage, Telephone, Misc. (Lump Sum)	1	\$150.00	\$150.00	
<b>Subtotal, Reimbursable Expenses</b>			<b>\$906.00</b>	
<b>TOTAL FEE, TASKS 1-6 (1+2+3):</b>				<b>\$29,488.94</b>

## EXHIBIT B

Idaho Falls Regional Airport Work Order #22-04					Snow Removal Equipment Acquisition MTE		
Labor Worksheet					July 5, 2022		
Task	Description	Personnel Hours					Fee
		Prin	PM	PE	El	Adm.	
		DM	NC	JN	MD	SW	
		\$89	\$67	\$48	\$37	\$30	Hours
<b>Task 1 - Administration</b>							
1.1	Prepare SOW, Fee and Work Order	1	10	4		1	\$977
1.2	Project Management, Invoicing & Admin.		6			6	\$578
11.3	FAA & Owner Coordination Task 1		4				\$266
<b>Subtotal, Task 1</b>		<b>1</b>	<b>20</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>\$1,822</b>
<b>Task 2 - Design</b>							
2.1	Design Report		2	4	12		\$775
<b>Subtotal, Task 2</b>		<b>0</b>	<b>2</b>	<b>4</b>	<b>12</b>	<b>0</b>	<b>\$775</b>
<b>Task 3 - Award</b>							
3.1	Coordinate with Owner and Supplier		2	4			\$326
3.2	Prepare Recommendation of Award		1	2			\$163
3.3	Prepare Agreement and Notice of Award		1	2	4	2	\$372
3.4	FAA & Owner Coordination Task 3		4	4			\$459
<b>Subtotal, Task 3</b>		<b>0</b>	<b>8</b>	<b>12</b>	<b>4</b>	<b>2</b>	<b>\$1,320</b>
<b>Task 4 - Procurement Assistance</b>							
4.1	Submittals & Coord of Revisions		2	4			\$326
4.2	Schedule Coordination			2			\$96
4.3	Communications with Contractor		2	2			\$230
4.4	Process Pay Requests (2)		2	4			\$326
4.5	FAA & Owner Coordination Task 4		4				\$266
4.6	On-site Inspection at Airport		10				\$666
4.7	Document & Coordinate Corrections		2	2			\$230
4.8	Final Acceptance & Final Payment		2	2			\$230
<b>Subtotal, Task 4</b>		<b>0</b>	<b>24</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>\$2,369</b>

## EXHIBIT B

Idaho Falls Regional Airport Work Order #22-04					Snow Removal Equipment Acquisition MTE			
Labor Worksheet					July 5, 2022			
Task	Description	Personnel Hours					Total Hours	Fee
		Prin	PM	PE	El	Adm.		
		DM	NC	JN	MD	SW		
		\$89	\$67	\$48	\$37	\$30		
<b>Task 5 - Closeout Documentation</b>								
5.1	Final Construction Report		2	8	12	2	24	\$1,027
5.2	Closeout Docs Coord with Owner & FAA		2	4			6	\$326
<b>Subtotal, Task 5</b>		<b>0</b>	<b>4</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>30</b>	<b>\$1,353</b>
<b>Task 6 - Additional Services</b>								
6.1	Grant Administration							
6.1.1	Prepare Grant Application		2	8		4	14	\$638
6.1.2	Prepare Certifications			2		2		\$156
6.1.3	Prepare Annual SF 271 and 425		2	4			6	\$326
6.1.4	Quarterly Performance Reports		2	4				\$326
6.1.5	Periodic Budget Updates for Owner		4				4	\$266
6.2	DBE Annual Reporting		2	4		4	10	\$445
6.3	A-133 Audit Assistance		2	2		2	6	\$289
<b>Subtotal, Task 6</b>		<b>0</b>	<b>14</b>	<b>24</b>	<b>0</b>	<b>12</b>	<b>50</b>	<b>\$2,447</b>
<b>TOTAL, ALL TASKS</b>		<b>1</b>	<b>72</b>	<b>72</b>	<b>28</b>	<b>23</b>	<b>196</b>	<b>\$10,085</b>

# Memorandum

File #: 21-567

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 22-22 Switch and PT Purchase for Idaho Falls Power

## Council Action Desired

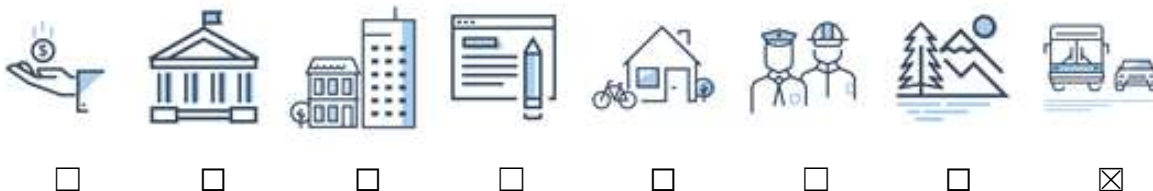
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve bids received from Royal Switchgear and Ritz Instrument Transformers for a total of \$78,000.00, (or take other action deemed appropriate).

## Description, Background Information & Purpose

This purchase is for materials to upgrade the York substation.

## Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure, by acquiring and replacing equipment needed for York Street substation upgrade. This action also addresses the aging infrastructure threat in the IFP strategic plan.

## Interdepartmental Coordination

Legal concurs that this bid award is appropriate.

## Fiscal Impact

This purchase is budgeted for in the 2021-22 CIP budget.

## Legal Review

Legal concurs the action desired is with in state statute

<p align="center"><b>Idaho Falls Power</b></p> <p align="center"><b>Bid Tabulation</b></p>		
Project:	IFP-22-22 Switch and PT's	Number: IFP-22-22
Submitted:	Krista Thornton Warehouse Operations	Date: June 30, 2022

Project: IFP-22-22 Switch and PT's  
Submitted: Krista Thornton Warehouse Operations

Number: IFP-22-22  
Date: June 30, 2022

[illegible]

Present      Nikki Bradford  
                    Krista Thornton

Recommended award

Total Bid Award

\$15,000.00	\$15,000.00	\$10,500.00	\$63,000.00
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\$78,000.00

# Memorandum

File #: 21-570

City Council Meeting

**FROM:** Kathy Hampton, City Clerk  
**DATE:** Monday, July 11, 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

June 27, 2022 City Council Work Session and Executive Sessions; and June 30 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

## **June 27, 2022 Council Work Session - Unapproved**

The City Council of the City of Idaho Falls met in Council Work Session, Monday, June 27, 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 John Radford  
Councilor Thomas Hally  
Councilor Jim Freeman  
Councilor Jim Francis  
Councilor Lisa Burtenshaw

Also present:

Brad Cramer, Community Development Services Director (via WebEx)  
Catherine Smith, Idaho Falls Downtown Development Corporation (IFDDC) Executive Director  
Lisa Farris, Grants Administrator  
Laura Satterlee, Grant Coordinator  
Pamela Alexander, Municipal Services Director  
PJ Holm, Parks and Recreation Director  
Bryce Johnson, Police Chief  
Randy Fife, City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following items:

### **Acceptance and/or Receipt of Minutes:**

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that council receive the recommendations from the Planning and Zoning (P&Z) Commission meetings of June 7 and June 21 pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay – none.

### **Calendars, Announcements, Reports, and Updates:**

Following brief discussion, the annual Public Works Utility Board Meeting has been rescheduled from June 29 to July 13.

June 28, City employee picnic

July 4, Independence Day – the elected officials will be collecting monetary donations for the Idaho Falls Community Food Basket in the parade

Mayor Casper announced the Idaho Falls Zoo Cultural Envoy project is moving forward; the pride celebration/parade recently occurred; and the AIC (Association of Idaho Cities) Annual Conference occurred in the previous week. Mayor Casper provided a brief update of the legislative schedule for November 2022. She also provided a brief update of the recent overturn of Roe v. Wade, stating these matters will now be governed by State law by a Trigger Law. Brief discussion followed regarding this impact to healthcare and regulation of insurance plans.

### **Liaison Reports and Councilmember Concerns:**

## June 27, 2022 Council Work Session - Unapproved

Council President Dingman congratulated Jayme Verish, Idaho Falls Regional Airport Assistant Director of Operations and Maintenance, who has been appointed to a Diversity Equity, and Inclusion working group in the Airport's Council International North America Branch. She believes this may potentially influence national policy. Councilor Hally stated, per Roe v. Wade, several companies are providing lodging and transportation to those states where abortion is legal. He also stated an application has been received with the Redevelopment Agency (RDA) for affordable housing.

Councilor Radford announced several events forthcoming in the Parks and Recreation (P&R) Department. He stated, per AIC, the City of Star is going to limit the amount of growth, and he provided an update of health care.

Councilor Francis provided a brief recap of the AIC conference including recruitment and retention, and economic development in place.

Councilor Burtenshaw stated EIRWWA (Eastern Idaho Regional Wastewater Association) is at capacity, noting Ammon has placed a moratorium on building permits. She believes this may affect a future conversation with the Bonneville County officials.

Councilor Freeman stated a new local internet service provider has been announced for fiber. He also stated the Idaho Falls Animal Shelter is providing microchipping services at half-price prior to July 4.

### Community Development Services/Report: Business Improvement District (BID) and Parking Management:

Mayor Casper stated the IFDDC is required to provide an annual report of the BID agreement. Ms. Smith stated the BID is owned by the city and managed by the IFDDC. She reviewed the financial information, noting the annual budget for the BID is \$80,000. She stated the event income is lower than preferred, which is due to some events being cancelled, however, several additional events are scheduled. Ms. Smith stated, per the downtown parking, the goal is to not write a parking ticket, however, there are outstanding parking tickets which will be an ongoing process and has attributed to the budget deficit. She believes collecting on parking tickets is necessary. She further explained the financial statement for advertising, dues and subscriptions, and beautification. Ms. Smith reviewed the State of Downtown Dashboard on the IFDDC website, noting the website has been recently redesigned. She provided a year in review with general discussion throughout. This review included new businesses, the watering of flowers (approximately \$30,000 per year), sidewalk sales, the Broadway Plaza (more shade is needed), Ladies Shopping Days, Summer Brew, Halloween costume contest, public art (there are now 60 art benches, the focus will now be art murals), holiday decorating/tree lighting, Help Find Santa's Puppy, trolley rides, parking (customer service focused, is hoping for paid downtown parking), and the Block Face ordinance (have had minimal problems with this ordinance). Ms. Smith stated the goals for the upcoming year is to meet financial goals for all events, continue to execute a robust marketing plan, public art projects, improve the signage on the River Walk and downtown entry ways, continue to make positive efforts managing downtown parking, and explore grants for public art funding. Mayor Casper stated, per AIC, the commerce should be partnered with the Mainstream America program. Per Councilor Freeman, Ms. Smith believes the scooters have provided a tool for individuals to get around; a parking shuttle would be difficult to pay for (she believes a shuttle system will be used by the library once the water tower construction begins); and bags are provided for dog owners. Per Councilor Francis, Ms. Smith believes the Block Face ordinance created a positive change of behavior with the downtown employees, although there has not been a decline of parking tickets. Mayor Casper noted all BID minutes are included in Work Session packets.

### Community Development Services/Community Development Block Grant (CDBG) Requests Review:

Ms. Farris introduced Ms. Satterlee. Ms. Farris stated total allocation = \$424,852 and total requests received = \$624,468. She explained the breakdown of allocations for Public Service, Slum/Blight by Area, LMI/Low Moderate Income, and Administration. She briefly reviewed the priorities and criteria, stating she believes housing is the number one issue identified for the 5-year plan. Ms. Farris then reviewed the following with general comments and discussion throughout:

**June 27, 2022 Council Work Session - Unapproved**

Program Year (PY) 2022 CDBG Applicant	Activity/Project Description	Amount Requested	Option A	Option B
<i>Public Service</i>	<i>15% Max Allowed (\$63,727.80)</i>			
Idaho Legal Aid/Idaho Falls	Legal Aid to victims of domestic violence.	\$15,000	\$12,000	\$10,000
Behavioral Health Crisis Center of East Idaho (BHC)	Support in providing medical/treatment for those suffering from substance abuse. Medical professional wages/treatment.	\$20,000	\$17,727.80	\$18,727.80
Eastern Idaho Community Action Partners (EICAP)	Legal aid - Grandparents Raising Grandchildren or other blood.	\$6,000	\$0	\$0
College of East Idaho (CEI)	Childcare vouchers to assist LMI students with childcare for academic year 22-23.	\$10,000	\$5,000	\$5,000
USDA Summer Food Service Program/New Day Lutheran	Assist with increased food costs for summer food program K-18 LMI in three census tracts.	\$5,000	\$5,000	\$5,000
Trinity United Methodist Church Homeless Day Shelter	Case management intake/assessment, supplies/facility cleaning, door tender.	\$44,736	\$10,000	\$12,000
Salvation Army, Idaho Falls	Case Manager for the Cover of Hope (COH) Program. Intake of LMI clients and assess root causes of poverty.	\$20,000	\$7,000	\$8,000
Idaho Falls Soup Kitchen	Specific food items not available through the food bank to serve the community and nonprofit organizations.	\$15,000	\$7,000	\$5,000
<i>Slum/Blight by Area</i>	<i>30% Max allowed or \$127,455.60</i>			
Idaho Falls Downtown Development Corp (IFDDC)	Façade Improvement Program with facades, signs, awnings, and \$1,000 for graffiti and vandalism repairs.	\$50,000	\$38,233.98	\$38,233.98
<i>LMI or Low Moderate Income</i>	<i>70% Minimum or \$237,910.82</i>			
City Public Works Dept. Curb/Gutter/Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision (Phase 4 of 5).	\$250,000	\$162,920.22	\$162,920.22
Idaho Falls Sr. Citizen	Replacement of security cameras.	\$17,000	\$0	\$0
Habitat for Humanity Idaho Falls (H4HIF) Location	Assist with construction of a triplex LMI homes at 1520, 1522, 1524 Elmore Avenue.	\$75,000	\$75,000	\$75,000
	<i>Total LMI Direct Benefit</i>	<i>\$342,000</i>	<i>\$237,920.22</i>	<i>\$237,920.22</i>

**June 27, 2022 Council Work Session - Unapproved**

Administration/CDBG CDS/Planning Dept	20% of 2022 allocation (\$424,852) One FT for salary/benefits, supplies/ training, professional services, and Fair Housing activities.	\$84,970.40	\$84,970.40	\$84,970.40
	<i>Total Amount + Admin</i>	<i>\$624,468</i>	<i>\$424,852</i>	<i>\$424,852</i>

Per Councilor Burtenshaw, Ms. Farris stated programs will continue even if not all the requested amount is received. Council President Dingman indicated the majority of requests are received each year for these programs, and she does not believe a program would shut down if the full allotment is not received. It was moved by Council President Dingman to approve Option A with a change to increase the BHC request by \$1,000 and reduce the Salvation Army request by \$1,000 based upon her experience and the need in the community. She indicated she would prefer to see more data on the Salvation Army's program. Per Councilor Freeman, Ms. Farris believes the EICAP program is being funded by additional sources. Per Mayor Casper, Ms. Farris confirmed the Legal Aid office is providing two services. Councilor Hally seconded the motion made by Council President Dingman. The motion carried with the following vote: Aye – Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay – none. It was noted this item will be included on the June 30 City Council Meeting agenda.

**Municipal Services/Follow-up Discussion: City-owned Property:**

Director Alexander recapped that this property includes four parcels totaling 8.4 acres, the property was valued at \$610,000 in 2016, the property was published for public auction on June 17 with a minimum bid of \$1.8M per the current appraised value, and no bids were received at the public auction. Therefore, per State Code, the council shall have the authority to sell the property as it deems in the best interest of the city. Director Cramer stated he's received an inquiry, before and during the auction period, for this property to provide affordable housing. He noted individuals who provide affordable housing through the low-income housing tax credit program would typically require a city contribution on their application for those credits to be competitive. He stated the two most common ways for the low-income housing tax credit would be to waive fees (he noted there are not a lot of options to waive fees) or to donate/drastically reduce the cost of the land. He also noted inquiries have been made on this land for other purposes. Director Alexander believes the council has more flexibility with the property since the formal process was followed. She stated, per discussion with Director Holm, it is recommended a range of negotiations occur with no less than \$610,000. Discussion followed regarding turning the land to the RDA with a Request for Proposal (RFP) and parameters. Director Cramer stated there is no existing urban renewal district in this area, and an urban renewal district would have to be created, noting this would be a longer process. Mayor Casper emphasized there is no immediate need for this property. It was noted this property is currently in the re-zone process with the rezone hearing scheduled before the City Council on July 14. Councilor Francis questioned if the property could be re-bid with a specific amount. Mr. Fife believes a minimum bid needs to be established although it could include a condition of sale. Per Mayor Casper, Director Cramer stated a neighborhood meeting is required for a rezone. He also stated parameters could be established for affordable housing, which could be managed by the RDA. Councilor Radford believes this could be a walkable center. Councilor Burtenshaw prefers to continue with the rezone, lower the minimum bid, and allocate the money received to P&R. Councilor Freeman agreed. Brief comments followed regarding the taxes on the property. Councilor Radford believes the RDA would be competitive. Director Cramer indicated the RDA would close the micro urban renewal district as quickly as possible. Brief discussion followed regarding a partner with the urban renewal district and the tax credits, the open market, the property being donated for P&R, and any funding being allocated to the P&R. It was then moved by Councilor Freeman, seconded by Councilor Hally, to advertise the property again for public auction at \$1,350,000 and if unsuccessful it would be considered for an RDA property. The motion carried with the following vote: Aye – Councilors Dingman, Burtenshaw, Francis, Freeman, Hally. Nay – Councilor Radford.

## June 27, 2022 Council Work Session - Unapproved

### Police Department/Discussion: Parade Route No Parking Resolution:

Chief Johnson stated this resolution would explicitly give the Chief of Police authority to close road for special events such as the 4<sup>th</sup> of July, other parades, and other events requested through the city's Special Event Committee. He also stated this would require public notification prior to and after such event. Mr. Fife reminded the council a resolution is a statement of intent/policy, noting the Chief of Police would have the authority to use judgement as necessary. Brief discussion followed regarding the language in the resolution. Per Councilor Radford, Chief Johnson believes the authority of road closures falls within the Idaho Falls Police Department (IFPD). This item will be included on the June 30 City Council Meeting agenda.

### Police Department/County/Cities Public Safety Communications (Dispatch) Framework Report:

Mayor Casper stated this item has been an issue since 2014. She believes emergency communications requires a best practice policy and equitable distribution of funding and costs. She recognized the efforts by Chief Johnson and Councilor Francis. Councilor Francis recognized Sheriff Samuel Hulse and Commissioner Bryan Reed. He stated On the Ground Consulting provided an analysis cost formula that can be applied moving forward. Chief Johnson stated this is a multi-year project which will require council approval for budgeting reasons. He also stated there were two fundamental goals – preserve public safety and create an equitable cost sharing formula. He believes the agreement will include both goals between the city and Bonneville County. Chief Johnson explained the agreement, stating the agreement is between the city and Bonneville County, other entities that the county serves would be part of the county's portion (this contract will not cover Ammon as this is covered under the Sheriff's contract); underlying data points will be reviewed every two years; Bonneville County agrees to pay 37.4% of the dispatch operations; payments from the county will be paid in quarterly installments; the city agrees to submit to the Bonneville County Sheriff's Office (BCSO) the expected operations cost of dispatch for each following fiscal year which will include a breakdown of costs; the IFPD and the Multi-Agency Advisory Board (MAB) will review the Computer Aided Dispatch (CAD) analysis formula each year; and the city agrees to make lease payments on the Law Enforcement Building (LEB) in the amount of \$127,109 which is based on the percentage of the LEB occupied by IFPD and is contingent on the overall dispatch agreement. Chief Johnson reviewed the standard dispatch process, the dispatch services, and the percentage of total CAD incidents by agency with weighting applied (3-year average) (IFPD-44%, BCSO-37%, IFFD-18%, Ammon FD-.3%, Ucon PD/FD-.3%, and SV FD-.1%). Brief discussion followed regarding the dispatch budget (due March 1) noting that inflation adjustments or insurance premium issues have not typically been made when this budget is due. Chief Johnson believes this agreement will assist with this issue. He also stated this conversation could be re-visited in future years. Per Mayor Casper, Chief Johnson believes there are good faith partners in the MAB. He stated there is a proposal to re-write the MAB bylaws, include a rotating chair and co-chair between the city and the county. Councilor Francis believes the MAB bylaws are out of date. He indicated the final report to the commissioners included these MAB bylaws be re-written. Chief Johnson indicated the bylaws have been re-written and are in the 30-day review requirement. Per Councilor Freeman, Chief Johnson explained the breakdown of each agencies' cost of dispatch, including the fundamental split (911 surcharge for all county residents) and personnel costs. Per Council President Dingman, Chief Johnson stated a lease agreement will be forthcoming, and this information will be included in the upcoming budget. Per Mayor Casper, Councilor Francis stated this agreement will be month-to-month due to the anticipated completion of the Idaho Falls Police Complex.

It was then moved by Councilor Freeman, seconded by Councilor Francis, that council move into Executive Sessions (at 5:43 p.m.). The Executive Sessions are being called pursuant to the provisions of Idaho Code Section 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; and Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Sessions will be held in the City Annex

**June 27, 2022 Council Work Session - Unapproved**

Conference Room. At the conclusion of the Executive Sessions, the Council will not reconvene. The motion carried by the following vote: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay – none.

The City Council of the City of Idaho Falls met in Executive Sessions, Monday, June 27, 2022 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:47 p.m.

There were present:

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

Also present:

Brad Cramer, Community Development Services Director (via Microsoft Teams)  
Kerry Beutler, Community Development Services Assistant Planning Director  
Ryan Tew, Human Resources Director  
Chris Fredericksen, Public Works Director  
Randy Fife, City Attorney

The Executive Sessions were called pursuant to the provisions of Idaho Code Section 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; and Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 6:24 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor



# City Council Meeting

## Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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**Thursday, June 30, 2022**

**7:30 PM**

**City Council Chambers**

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**1. Call to Order.**

**Present:** Mayor Rebecca L Noah Casper, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

**Absent:** Council President Michelle Ziel-Dingman

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

**2. Pledge of Allegiance.**

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

It was then moved by Councilor Francis, seconded by Councilor Burtenshaw, to amend the agenda for consideration and possible approval for the resolution confirming the Police Chief's authority to close city streets and rights-of-ways and that this item be placed last on tonight's Regular Agenda. The Good Faith reason for this action is that it was discussed at the Council Work Session on June 27 and was directed to be on tonight's agenda so it could be passed before the events around this 4th of July celebration, but was not submitted in time. Council has reviewed and been briefed from the Police Department regarding this resolution. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

**3. Public Comment.**

No one appeared.

**4. Consent Agenda.**

**A. Human Resources**

**1) Leave Extension Request**

Mr. Jernigan is currently on Leave of Absence Without Pay for 15 days approved by Department Director, Ryan Tew. Pursuant to City Personnel Manual XXVI, the Mayor and Council must approve any request for more than fifteen (15) working days and stipulate the effect upon the employee's eligibility for benefits and their continuous service period.

**B. Idaho Falls Power**

**1) Purchase 105' Bucket Truck for Idaho Falls Power**

This purchase will replace unit #3034, a 105' bucket truck that is approaching the end of its useful life and is eligible for scheduled replacement.

**2) Idaho Falls Power Board Meeting Minutes - June 2022**

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

**C. Municipal Services**

**1) Treasurer's Report for May 2022**

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending May 2022, total cash, and investments total \$144.9M. Total receipts received and reconciled to the general ledger were reported at \$18.9M, which includes revenues of \$16.7M and interdepartmental transfers of \$2.2M. Total distributions reconciled to the general ledger were reported at \$17.8M, which includes salary and benefits of \$5.8M, operating costs of \$9.8M and interdepartmental transfers of \$2.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$134.4M.

**2) Minutes from Council Meetings**

June 6, 2022 City Council Work Session; and June 9, 2022 City Council Meeting

**3) License Applications, all carrying the required approvals**

**Action Item:**

It was moved by Councilor Radford, 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 Hally, Radford, Francis, Burtenshaw, Freeman. Nay - none.

**5. Regular Agenda.**

**A. Public Works**

**1) State/Local Agreement with the Idaho Transportation Department (ITD) Providing Funding for the Acquisition of Eastern Idaho Railroad Right-of-Way**

Attached for your consideration is a State/Local Agreement with ITD to acquire railroad right-of-way from the Eastern Idaho Railroad and to remove and replace roadway/railroad crossings as needed at various locations within Idaho Falls. The Agreement provides federal funding not-to-exceed \$465,000 for the project.

Councilor Burtenshaw stated this agreement will provide the funding for the acquisition. She explained what the funding will be used for regarding the project. Councilor Freeman indicated agreements with the railroad company can be difficult, he is pleased to see this coming forward. Councilor Radford expressed his appreciation to Public Works Director Chris Fredericksen for his consistent effort over a lengthy period of time.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, for approval of the State/Local

Agreement providing funding for the acquisition of Eastern Idaho Railroad right-of-way and authorization for the Mayor and City Clerk to sign the documents. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

**2) Letter of Intent (LOI) with WATCO to Transfer Real and Personal Property**

Attached for your consideration is a LOI with WATCO to transfer a portion of railroad right-of-way as shown in Exhibit A, but generally bounded by the Snake River on the west and Yellowstone Avenue on the east.

Upon approval of the LOI by the City, the railroad will deliver a draft purchase agreement incorporating the terms set forth in the LOI. The purchase amount has been negotiated at \$325,000, and earnest money of \$30,000 is required within 5 days of the pending purchase agreement. Earnest money will be applied to the negotiated purchase price.

Councilor Francis concurred these agreements are not easy to come by.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, for acceptance of the LOI to acquire property from WATCO and approval to execute the pending Purchase Agreement and allow the Mayor and City Clerk to sign all documents provided there are no material changes to the Purchase Agreement. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw. Nay - none.

**B. Parks & Recreation**

**1) Resolution - 2022 Waiver for Certain Fourth of July Celebration Fees**

This annual resolution waiving certain City fees and accepting the indemnification agreement provides support for the 2022 Community Fourth of July Celebration.

Councilor Hally believes there should not be fees for the public to support the 4th of July. He stated it has been the city's tradition to waive these fees.

It was moved by Councilor Hally, seconded by Councilor Radford, to approve the resolution and accept the Indemnification Agreement to waive Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities, and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

**RESOLUTION NO. 2022-18**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2022 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**C. Idaho Falls Power**

**1) Resolution Dissolving the Electric Light Public Purposes Fund (Fund 15)**

Fund 15 was originally set up to support a Bonneville Power Administration (BPA) energy efficiency (EE)

program, including the city's energy conservation loan program and customer incentive rebates program, however, the purposes and objectives of keeping the accounting for the original EE program no longer exist.

Idaho Falls Power Assistant Director Stephen Boorman appeared. He stated at this time it's easier to track these conservation funds in the regular budget. Per Councilor Francis, Mr. Boorman emphasized the conservation programs are not changing. Councilor Freeman believes this will be efficient.

It was moved by Councilor Freeman, seconded by Councilor Radford, to approve the resolution to dissolve the Electric Light Public Purposes Fund (Fund 15) and transition its obligations and funds to the Electric Light Fund (Fund 64) and give authorization to the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Radford, Freeman, Burtenshaw, Francis, Hally. Nay - none.

#### RESOLUTION NO. 2022-21

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO DISSOLVE THE ELECTRIC LIGHT PUBLIC PURPOSES FUND (FUND 15) AND ACCOUNT FOR THE FUNDS AND OBLIGATIONS OF THAT FUND INTO THE ELECTRIC LIGHT FUND (FUND 64); AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

#### 2) IFP 22-13 Transformer Bid Purchase

Idaho Falls Power solicited from qualified vendors to purchase transformer inventory, the low bidder with the best lead times had additional terms and conditions and was therefore considered non-responsive. Time is of the essence and the other bidders lead times were considered unacceptable. IFP and City Legal Services recommend that the city reject all bids and put the project out for rebid, pursuant to the procedures identified in Idaho Code §67-2805(b)(xi).

Mr. Boorman reminded the council that transformers were previously bid in December of 2021 and those bids were also rejected. He believes a rebid will occur again in spring. Councilor Radford stated a shortage of transformers and the lead time is an ongoing issue in American public power. He expressed his appreciation for the leadership, realizing the lead times are the most problematic. He noted the city currently has a good supply of transformers at this time.

It was moved by Councilor Radford, seconded by Councilor Freeman, to reject all bids presented with bid number IFP 22-13 Transformers and rebid the project. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Freeman, Francis, Radford. Nay - none.

### D. Municipal Services

#### 1) Software and Process Improvement Services Agreement

The City issued RFP #21-084 and Whitlock Consulting Group, LLC was selected for a professional services agreement. The agreement included a work order assessment final report as a deliverable. The attached proposed statement of work, Phase IA is to develop a strategic roadmap to build work order processes and systems as identified in the report. The Phase IA statement of work will include repairing business processes outside the current system, establishing written standards, development and documenting an understanding of the system functionality, build an empowered and effective user community through training on system usage and reporting.

Municipal Services Director Pamela Alexander appeared. She explained the Request for Proposal (RFP) was issued approximately a year ago to bring in some expertise, neutrality, and specialized service from a software consultant with the goal for consistency across the departments. Per Councilor Francis, Director Alexander confirmed one of the items will address work orders, could address potential changes, and there could be a presentation as needed. Mayor Casper stated a presentation could occur once the system has been in place for a while.

It was moved by Councilor Freeman, seconded by Councilor Francis, to accept and approve the quote received from Whitlock Consulting Group, LLC for a total of \$98,485.00. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

**2) Bid IF-22-17, Security Upgrades to City Hall Annex Building**

Over the past nine months, Municipal Services, Community Development and Public Works have been evaluating the City Hall Annex Building public access areas. This project will renovate the City Hall Annex building areas identified as essential to building security and improved public access points.

Director Alexander stated the City Hall Annex was identified as a critical building in need of security access points. She noted the bid tab includes demolition, construction, and an alternative (store-front entry) to be able to incorporate security access points as well as egress and regress. She indicated this can be used as a framework for other city buildings. Mayor Casper stated the construction is being completed with savings or money that was dedicated to this project. Councilor Burtenshaw noted there will be a single point of entry for Community Development Services and Public Works.

It was moved by Councilor Burtenshaw, seconded by Councilor Freeman, to accept and approve the lowest responsible and responsible bidder, Alan Clark Construction for a total of \$106,300.00. The motion carried by the following vote: Aye - Councilors Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

**E. Community Development Services**

**1) Resolution Approving the Community Development Block Grant (CDBG) 2022 Annual Action Plan**

For your consideration is a resolution approving the 2022 Annual Action Plan (AAP). This plan allocates CDBG funding to selected applications and is required for the City to continue receiving funding for the CDBG program. The funds are intended to assist low-moderate income areas and programs including addressing housing issues, removing slum and blight, promoting economic development, and improving accessibility. Projects identified in the plan for funding allocations are consistent with these requirements and goals. All appropriate and required public hearings and comment periods have been conducted and the plan is now ready for Council approval so it can be sent to regional HUD offices. Any questions regarding the plans should be addressed to Lisa Farris.

Mayor Casper stated this item was discussed at the June 27, 2022, City Council Work Session. Councilor Francis explained the two slight adjustments in the funding for the Behavioral Health Crisis Center and the Salvation Army.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the resolution approving the CDBG 2022 Annual Action Plan. The motion carried by the following vote: Aye -

Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PLAN YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

- 2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Snake River Landing Division 16.

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Snake River Landing Division 16. The Planning and Zoning Commission considered this item at its February 1, 2022, meeting and recommended approval by a unanimous vote with the condition that the developer address the shared use path along the canal. This condition is addressed in the development agreement. Staff concurs with this recommendation.

Councilor Francis believes connecting our community and alternate transportation is important. He noted the pathway has been coordinated with the staff and the developer.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Development Agreement for the Final Plat for Snake River Landing Division 16 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Freeman, Francis. Nay - none.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to accept the Final Plat for Snake River Landing Division 16 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Burtenshaw, Freeman. Nay - none.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Snake River Landing Division 16 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Hally. Nay - none.

- 3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Wasatch Apple Subdivision.

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Wasatch Apple Subdivision. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Councilor Francis stated the plat includes an extension of Jennie Lee to 25th Street. He expressed his concern that the 27' lane width will make this street look faster than the 25 MPH (miles per hour) speed limit, noting there a variety of ways to construct intersections and draw lane lines, etc. that help reduce the sense of a fast street. He indicated in the Reasoned Statement there is a clear reference of principles on pages 91-92 of the Comprehensive Plan that references pathways. He requested planning, the developer, and the city engineer explore ways to make the street look like a 25 MPH not a 35 MPH speed limit as he believes there are ways to slow people down. He proposed an amendment to the

Relevant Criteria and Standards. Mr. Fife stated the proposed items are not related to the speed limits. He also stated the contractor does not have to agree to change the development agreement, as he believes it's unusual to request a change in the development agreement at this stage, and the items need to be approved in the order for consistency of the process. Mr. Fife cautioned the council not to impose engineering standards related to the traffic and BMPO (Bonneville Metropolitan Planning Organization) designation alterations. Councilor Francis recognized the 25 MPH in the traffic study, he believes there should be a traffic calming, and he is unsure which motion the amendment might best apply. Per Councilor Francis, Mr. Fife stated the proposed development agreement has been signed by the developer, noting any changes would require further negotiations with the developer as the developer does not have to agree to the suggested changes. At the request of Mayor Casper, Bracken Atkinson, representative of Wasatch Development Group and Apple Development, appeared. He stated they leaned on the engineering and the expertise of the city staff on design and implementation of this road and the intersection, and he believes they were meeting the request of the expertise of the city. He is unsure what they could or could not do as people will travel as they wish. He is also unsure if there is a definite way to accomplish the request in a short amount of time as related to the width and distance. Per Councilor Francis, Mr. Atkinson stated he does not see anything out of the ordinary for a typical street design, and he feels confident with the staff recommendation. Mayor Casper noted this development had a more complex traffic study completed. Mr. Atkinson agreed, stating he believes the three traffic studies came to same conclusion, and the developer complied with all city requests. At the request of Mayor Casper, City Engineer Kent Fugal appeared. Councilor Francis questioned if there are ways to calm the traffic without creating an undue burden on the developer. Mr. Fugal stated the roadway is classified as a major collector, which is the same as the current Jennie Lee roadway, and the width is consistent in the Engineering Design Policy Manual for the major collector. He also stated the roadway is designed to have a three-lane section consisting of a center turn-lane and one-way lanes each way, and on-street parking is allowed, therefore, the through-traffic lanes are not as wide. Mr. Fugal reiterated this roadway is designed per the standards for this application and staff is comfortable that the road will function as intended. He stated the intent would be to post at 25 MPH which would not change unless the study showed otherwise. He explained the pavement width as it applies to the travel lanes, noting this roadway would not include bike lanes.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to approve the Development Agreement for the Final Plat for Wasatch Apple Subdivision and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Burtenshaw, Freeman. Nay - none.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, to accept the Final Plat for Wasatch Apple Subdivision and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

Councilor Francis stated he would mostly likely vote no on the Reasoned Statement of Relevant Criteria and Standards because he is not sure that the statement consistent with the principles of the Comprehensive Plan is fully implemented.

It was moved by Councilor Burtenshaw, by Councilor Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Wasatch Apple Subdivision and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Freeman, Hally, Radford, Burtenshaw. Nay - Councilor Francis.

- 4) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, Township 2 North, Range 38 East.

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial with Airport Overlay Controlled Development Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of HC with Airport Overlay Controlled Development Zones. Staff concurs with this recommendation.

Councilor Burtenshaw recused herself as this property is potentially owned within her family.

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

Kurt Roland, Eagle Rock Engineering and representative of the developer, appeared. He stated this property is 2.599 acres and is located at Exit 116, between Jackson Hole Junction (JHJ) and I-15. He also stated the house will be demo-ed and removed.

Mayor Casper requested staff presentation.

Community Development Services Director Brad Cramer appeared. He indicated this is a straight-forward annexation. He then presented the following:

Slide 1 - Property under consideration

Director Cramer reiterated the location of the property. He stated the requested zone is HC (Highway Commercial) which is consistent with the immediate area.

Slide 2 - Comprehensive Plan Future Land Use Map

Director Cramer stated this area is shown as Mixed Use Centers and Corridors which is typically found along major roadways.

Slide 3 - Aerial photo of property under consideration

Slide 4 - Airport Overlay

Director Cramer stated there would be very few restrictions on development and any restrictions would focus on the height.

Councilor Freeman questioned why the property does not follow the shape of road. Director Cramer stated this property, which is a remainder piece, is different ownership than the shape of the road, which is owned by ITD. Per Councilor Francis, Director Cramer confirmed the adjacent land has been annexed, this is filling in a privately-owned county island.

Mayor Casper requested any public comment. She reiterated this annexation is straight-forward. No

one appeared. Mayor Casper closed the public hearing.

Councilor Francis believes HC makes sense with the surrounding area.

It was moved by Councilor Francis, seconded by Councilor Freeman, to approve the ordinance annexing 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, 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 Radford, Francis, Hally, Freeman. Nay - none.

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

ORDINANCE NO. 3470

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.599 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 Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, 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 Radford, Freeman, Francis, Hally. Nay - none.

- 5) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, Township 2 North, Range 38 East.

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 2.599 acres of a portion of the Southwest ¼ of Section 26, Township 2 North, Range 37 East and the Southeast ¼ of Section 27, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and recommended approval of HC with Controlled Development Overlay Zones by a unanimous vote. Staff concurs with this recommendation.

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

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

## ORDINANCE NO. 3471

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 2.599 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC, HIGHWAY COMMERCIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Freeman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC, Highway Commercial with Controlled Development Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Radford, Freeman, Francis. Nay - none.

**F. Police Department:**

- 1) Resolution regarding Police authority to restrict parking and close streets for special events.

Mayor Casper stated this item is also related to the 4th of July holiday. She reiterated this item was discussed at the June 27 City Council Work Session.

Councilor Freeman stated this resolution will acknowledge previous practice.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that council approve the resolution authorizing the Idaho Falls Chief of Police to establish temporary no parking zones for an authorized special event 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, Freeman, Francis. Nay - none.

## RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING TEMPORARY PARADE NO PARKING ZONES AND AUTHORIZING THE IDAHO FALLS CHIEF OF POLICE TO PROHIBIT ON-STREET PARKING ALONG A PARADE ROUTE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**6. Announcements.**

Councilor Freeman wished everyone a Happy 4th of July. Mayor Casper announced the council will be walking in the parade and will be carrying donation cans to collect funds for the local food bank, noting food insecurity matters have been more prevalent since COVID. She also announced budget discussions and the War Bonnet Round Up Rodeo will be forthcoming.

**7. Adjournment.**

There being no further business, the meeting adjourned at 8:38 p.m.

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Kathy Hampton, City Clerk

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Rebecca L. Noah Casper, Mayor

# Memorandum

**File #:** 21-558

**City Council Meeting**

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Friday, July 1, 2022  
**DEPARTMENT:** Municipal Services

## Subject

RFP 22-03, Permitting, Licensing, Code Enforcement and Planning Project Software System

## Council Action Desired

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

Approve the professional services agreement with Power Engineers for a total of \$652,374.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Request for Proposal (RFP) 22-03 was issued on January 28, 2022 for a permitting, licensing, code enforcement and planning project software system. By February 25, 2022, the city received a total of seven proposals. An evaluation team of city staff scored the proposals and is recommending Power Engineers and the Cityworks software system. The Power Engineers proposal included a full implementation and migration to the Cityworks platform. The consensus of the evaluation team was the Cityworks GIS-centric permit, license and land software platform best suited the city's needs and business processes. Power Engineers is a platinum Cityworks partner with qualifications and experience with more than 160 implementations for cities and utilities around the United States. In addition to the total award of \$652,374.00, the annual maintenance and licensing costs are expected to be \$48,000 (year one), \$58,000 (year two), and \$68,500 (year three).

## Alignment with City & Department Planning Objectives



The professional services agreement and implementation of the Cityworks software supports the well-planned growth and development community-oriented result by promoting a business-friendly environment.

## Interdepartmental Coordination

Reviews and concurrence of selected vendors have been conducted by departments that will be using the software.

**Fiscal Impact**

A total of \$600,000 was approved from the American Rescue Planning Act (ARPA), with the balance of the project costs funded by Community Development and participating department annual software licensing operating budget line items.

**Legal Review**

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

June 21, 2022

# City of Idaho Falls, ID

Permitting, Licensing, Code Enforcement and  
Planning Project Software System  
Request for Proposal  
REVISED - Includes Optional Customization

**CONTACT:**

Gregory Meyet  
(920) 432-2294  
Gregory.meyet@powereng.com

A proposal from:





POWER ENGINEERS, INC.  
2041 SOUTH COBALT POINT WAY  
MERIDIAN, ID 83642 USA

PHONE 920-432-1820  
FAX 920-432-1817

February 25, 2022

Krista Thornton  
Purchasing Division  
City of Idaho Falls  
Idaho Falls, ID 83405-0220

Subject: Permitting, Licensing, Code Enforcement and Planning Project Software System

Dear Ms. Thornton,

POWER Engineers, Incorporated (POWER) is pleased to present our proposal to the City of Idaho Falls for a permitting, licensing, code enforcement and planning project software system. As the leading GIS-centric solution for permitting, licensing, and land management POWER is proposing Cityworks Permitting, License and Land (PLL) as the software solution.

After a thorough review of the RFP and subsequent Addendum, POWER is presenting a proposal for a full implementation and migration to the Cityworks PLL platform. We have also included pricing for an alternate, scaled down approach in order to provide Idaho Falls with some scheduling and pricing flexibility. We look forward to discussing our approach options and methods with Idaho Falls to allow your team to achieve its project goals.

Designed to simplify applications for customers and streamline workflows for staff, POWER is confident Cityworks PLL will help Idaho Falls meet its project goals and achieve greater collaboration across all departments.



Cityworks PLL is a web GIS-centric permits, licensing, and land software platform designed to manage development projects, code enforcement cases, and other similar projects from inception to completion. It facilitates the use of ArcGIS mapping functions at all relevant levels. It is a hyper-functional application for private land development, utilities, highways, parades, festivals, and many other public projects.

Cityworks PLL is designed with built-in Office, Respond and Mobile apps, which will provide Idaho Falls with an optimized office, mobile or hybrid experience. These apps contain full permits, license, and case management functionality and are designed for office computers, mobile laptops, tablets, and other devices.

This platform will give Idaho Falls direct control over their business processes. Basic functional forms are highly adaptable and can be tailored to the unique structure and needs of Idaho Falls. Customized templates help manage the required data for specific processes. As many or as few templates as necessary can be designed to streamline the development process. PLL can be configured to allow access by multiple departments within an organization, such as land management, legal departments, public utilities, and others.

Workflows efficiently track applicable tasks from online customer application or request, through reviews, fee collection, inspections, commission meetings, hearings and abatement, license renewal, and more. GIS features can be associated to records and may include parcels, street segments, intersections, addresses, or any other defined GIS features.


As Idaho Falls plans to deploy a new software, there is a benefit to working with POWER. We are uniquely qualified for this project for the following reasons:

- **Platinum Cityworks Partner** – As a Cityworks Platinum partner, POWER is uniquely qualified and experienced with Cityworks implementation projects. POWER will provide Idaho Falls with a proven project approach in efficiency, training, and long-term sustainability.
- **GIS Experts** – POWER has a long history of successful GIS assessment, strategic planning, and upgrade projects for similar organizations. POWER is also an Esri Gold Tier Business Partner, which is important as Cityworks is a GIS-Centric application built on the ArcGIS platform. We work extensively with Esri professionals' best practices to encourage clients to follow the Esri platform roadmap for implementations and/or future initiatives.
- **Proven Experience** – The Cityworks software suite is designed to help agencies improve communication, streamline workflows, and track historical work. POWER is an expert in the Cityworks platform, with more than 160 implementations for cities and utilities around the country. We are one of the preeminent Cityworks consulting firms in the water and sewer industries. Our certified Asset and Project Management Professionals have established and used industry standards and workflows in successful implementation projects.

POWER is confident that the following proposed workplan will provide Idaho Falls with the support, knowledge and the information needed to accomplish the goals outlined in the RFP. We are excited to work with the City and look forward to a partnership during this important business decision.

If you have any questions regarding our response or would like to discuss any details regarding our approach, please feel free to contact me at (208) 420-9499 or [gregory.meyet@powereng.com](mailto:gregory.meyet@powereng.com) at your convenience.

Sincerely,



Gregory Meyet  
Business Development Manager  
Geospatial & Asset Management

## I. CONSULTANT QUALIFICATIONS

### COMPANY BACKGROUND

Incorporated in 1976 and headquartered in Hailey, Idaho, POWER Engineers, Incorporated (POWER) is a full-service, multidisciplinary consulting engineering firm. We're a recognized leader in the design and implementation of power delivery systems. But when it comes to our full engineering capabilities, there's a lot more to POWER than just energy. We provide environmental, geospatial and asset management solutions to federal, state, and local government agencies; utilities; facilities and plants that include power generation and water treatment; as well as IT solutions for transportation and homeland security.

With POWER, Idaho Falls will be working with a stable, experienced consulting firm comprised of over 2,800 employees in 50 offices across the United States and abroad. We are 100% employee-owned and are committed to the success of our clients. We have a team of over 65 IT consultants in our Geospatial and Asset Management division that focus solely on providing top quality services to our clients. We staff our projects with our own employees, who average over 17 years of experience in delivering services and solutions and, thus, Idaho Falls can be confident that they are working with the best asset management and IT service consultants in the industry.

### QUALIFICATIONS

The POWER Cityworks team provides discovery, implementation, integration and deployment services across the Cityworks product platform. Every project involves identifying the best business practices for our client and applying the related technologies to meet the objectives efficiently and align them with the product platforms. These experiences on more than 160 unique Cityworks implementations guarantee a high level of expertise focused on our clients' successful implementation. Our customers span the U.S. and represent many markets, including water, wastewater, electric and gas utilities, in addition to local government public works. We are known for our ability to think outside the box and deliver real solutions with the Cityworks suite. We have also made a name for ourselves with configuration of vertical or related assets such as plants and facilities.

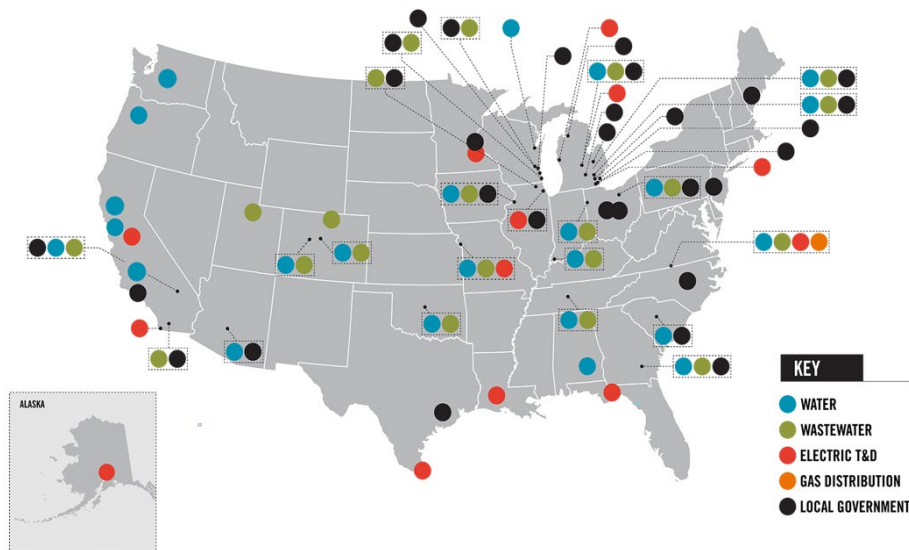
POWER has achieved **Cityworks' highest partnership level: Platinum**. Since 1996, we have collaborated with Cityworks and became their first implementation partner. From the president to the support desk, we work effectively with Cityworks staff to deliver top-quality solutions to our joint clients. Together we built the data water models for Azteca Systems' first software release, before Cityworks supported customer defined data models. Each year we hold



strategic workshops with Azteca executive management to hear about product directions and to discuss how POWER can best service Cityworks' growing customer base. We also conduct quarterly meetings with the Cityworks Customer Success Team to review all customer accounts and to ensure we are jointly making our customers successful.

Because of the inherent integration between Cityworks and GIS, POWER is also **Esri Gold Tier Business Partner**. We work extensively with Esri professionals' best practices to encourage clients to follow the Esri platform roadmap for implementations and/or future initiatives. To that end, POWER is the first and only Cityworks partner to work with 3D data and connect an ArcGIS 3D web application to Cityworks. Another key area of our expertise that may benefit the City in the future is our experience and certification for **Esri's Utility Network**.

The map below shows many of our Cityworks customers. As noted above we have a wide variety of customer industries, with a large number of municipal customers. Our customers range in size from 10 users to customers with several hundred users (e.g. City of Lansing, MI, City of Akron, OH, and San Diego Gas & Electric).



Cityworks is a powerful platform for permitting, asset management, and work management. It has been architected with integrations and extensions in mind and as such includes a robust API and WebHooks to allow for the development of interfaces to other systems. POWER has deep and extensive experience in implementing interfaces to the Cityworks platform. We have dedicated software developers in our Cityworks department and a bench of experienced software developers in our larger Geospatial department. We have developed integrations to many types of systems, including those shown in the following table.

POWER INTEGRATION EXPERIENCE	
Utility Billing and CIS Systems	ERP and Financial Systems
Citizen Engagement apps	Engineering Design applications
SCADA systems	CCTV products
AVL	Document Management
Outage Management Systems	And many inhouse legacy solutions

A very important part of the City's project is the migration of existing TRACKiT data into the new Cityworks solution. Our POWER team knows the intricacies of the Cityworks product line and its underlying database schema. We use that knowledge to efficiently migrate data from a variety of legacy systems into Cityworks. In fact, we have spent significant R&D effort to create a robust data migration toolset specifically for the Cityworks platform. We will utilize this toolset to migrate the TRACKiT data into Cityworks. Below are some current Cityworks customers that have migrated from TRACKiT to Cityworks:

- **The City of Escondido, CA** - The city moved from TrackIt to Cityworks in 2019/2020.
- **The City of Edmond, OK** - The City started the migration from TrackIt to Cityworks around summer 2019. They are in the final stages of the conversion and set to fully go live in April of 2022.
- **The City of Burien, WA** - The City selected Cityworks to replace TrackIt. They began a process to implement Cityworks in Fall of 2021 and goals to go live by the end of 2022.

## REFERENCES

The following references are examples of successfully completed projects implementing Cityworks. Brief descriptions of the work performed have been included for review by Idaho Falls.

### City of Vista, Cityworks AMS/PLL Implementation, California

Contact Name: Gary Ross, GIS Coordinator  
Email: gross@ci.vista.ca.us  
Phone: (760) 643-5439

POWER has worked with the City of Vista for many years. One of the key projects was the implementation of Cityworks PLL for the city's Code Enforcement, Building, Planning and Engineering departments. This also included the migration of all the city's historical permits from Accela to Cityworks. POWER is currently working with the City to deploy a public portal for permit applications. POWER also helped the City implement Cityworks Asset Management System (AMS). Driven by the need to improve the fire inspection process and facility management, the City of Vista looked for a solution partner to assist them in their initial implementation of Cityworks AMS. Following POWER's successful implementation of Cityworks in those areas, the city leveraged POWER's expertise to extend the use of Cityworks AMS into the wastewater and storm water departments.

### Fulton County, Cityworks PLL Implementation, Georgia

Contact Name: Brandon Faye, Systems Manager  
Email: brandon.faye@fultoncountyga.gov  
Phone: (404) 612-3624

Fulton County's Water Services Division had disparate CMMS and Permitting systems comprised of various standalone software applications that were not shared throughout the County. The County's goal was to provide water services at the lowest possible lifecycle cost as well as improve system reliability and maintain regulatory compliance. A solution that could help support this goal would be to implement a utility-wide CMMS and Permitting solution with inventory management. After considering options that would suit their goals and business needs, the County worked with POWER to implement a single enterprise solution, Cityworks, that could manage all their workflows and make asset information available across the County. Now, all water and sewer and maintenance and permitting activities are tracked and recorded in a single Cityworks Enterprise solution which facilitates the Water Service Division's ability to plan and schedule work more efficiently. It improved the areas of prioritizing and scheduling work orders, managing contractor work orders, managing backlog of work, tracking meter installation and change outs, and planning and coordinating crew dynamics based on resource availability. The Cityworks PLL solution has been implemented for service connection applications and is currently being rolled out for development permits.

### Bonneville County, ID

Contact Name: Austin Black, Assistant Planner  
Email: ablack@co.bonneville.id.us  
Phone: (208) 529-1350

Bonneville County was needing a system to streamline their operations while allowing for efficient integrations with their other sources such as their GIS and Finance data. Because of past experiences, Bonneville was looking for an industry leading software with a proven implementation and integration strategy. Starting in 2020, Cityworks was able to provide the Planning and Zoning department with a successful implementation of both the AMS and PLL software platform and has since expanded to other departments within Bonneville County. Although Bonneville County is not a direct POWER customer, it is included as it is a strong Cityworks customer with close proximity to Idaho Falls.

## II. PROJECT MANAGER

### PROJECT MANAGER



#### Steve Kerr, PMP

Project Management Professional since 2002  
M.S. Computer Science, University of Wisconsin-Madison  
B.S. Mathematics with Honors, Acadia University, Canada

#### Availability (%): 40%

Mr. Kerr has extensive experience delivering integrated software solutions, and developing GIS and related systems for local government, and water, sewer, electric, gas, and telecom companies. He has held roles as director of delivery services, project manager, technical architect and software engineer.

He has led a number of multi-million-dollar projects involving software development, systems integration and vendor management, most notably GIS implementations that integrated with permitting, work management and legacy systems. Mr. Kerr is experienced in all phases of the product development life cycle and in many different product development and delivery methodologies such as the Rational Unified Process (RUP) and Agile project management methodologies.

#### Certifications and Expertise:

- The Institute of Asset Management, Certified Professional
- Project Management Institute, Project Management Professional (PMP) since 2002
- Has managed over 100 different Cityworks and GIS projects at cities, counties, and utilities during his 13 years at POWER

EXPERIENCE HIGHLIGHTS	
PROJECT	DESCRIPTION
City of Vista, California Cityworks PLL and AMS Implementation  <b>Reference:</b> Gary Ross, GIS Coordinator, City of Vista, CA gross@ci.vista.ca.us – (760) 643-5439	Project Manager responsible for implementation of PLL for the building, engineering, and code enforcement departments. Project Manager responsible for AMS implementation to the fire department, facilities department, and the sewer department.
Fulton County, Georgia Cityworks PLL and AMS Implementation  <b>Reference:</b> Brandon Faye, Systems Manager, Fulton County, GA Brandon.Faye@fultoncountyga.gov – (404) 612-3624	Project Manager responsible for the implementation of Cityworks PLL for the Water and Sewer department. Implementation involved two deployments, first for water and sewer connection permits (complete), second for development permits (currently active). Also, project manager for the implementation of Cityworks AMS for work management for water and sewer departments.
Eagle River Water & Sanitation District, Colorado Cityworks PLL and Computerized Maintenance Management System (CMMS)	Project Manager responsible implementation of Cityworks PLL permitting application for the district's new construction business processes, including both developer design approval and infrastructure acceptance workflows. Project manager for the implementation of the Cityworks product suite, work order migration

## EXPERIENCE HIGHLIGHTS

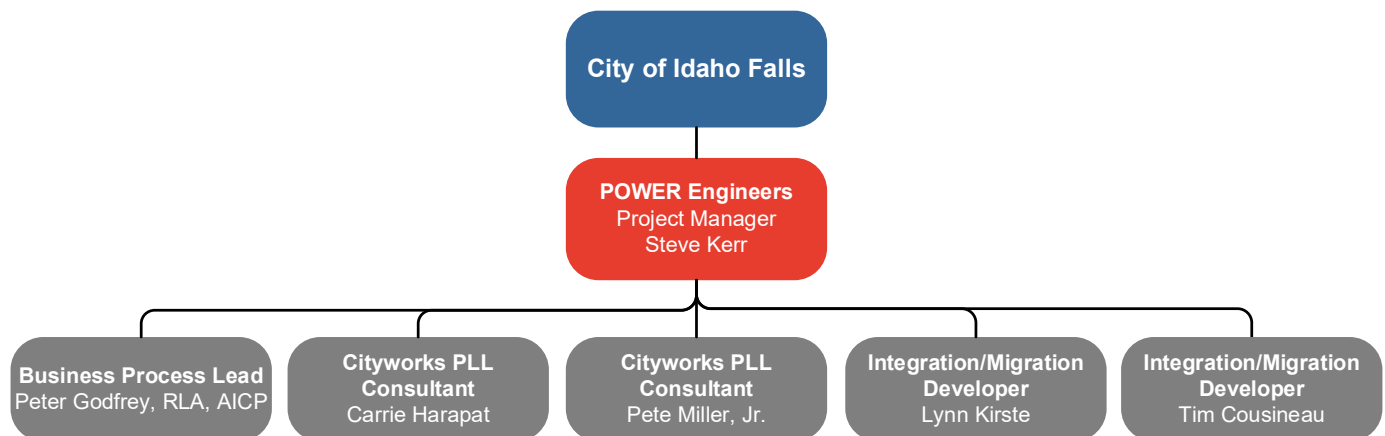
PROJECT	DESCRIPTION
<b>Reference:</b> John Fee, Cityworks Administrator, ERWSD, JFee@erwsd.org – (970) 477-5417	from legacy system to meet the district's goal of improved preventative asset maintenance in the field and office.

Other project management engagements include:

- Alameda County Water District, CA – Cityworks PLL for Well Permit Management, Cityworks AMS for Work Management
- Colorado Springs, CO – Design System Implementation for Gas Utility
- Centennial Water and Sewer District, CO – Cityworks AMS for Water Distribution, Sewer Collection, Water Treatment and Wastewater Treatment
- Chugach Electric, AK – Cityworks AMS for Electric Operations
- City of Canton, OH – Cityworks AMS integration with LOGOS Customer Information System
- City of Danville, VA – Cityworks AMS for Public Works and Utilities Work and Asset Management
- City of Edmund, OK – Cityworks AMS for Water and Wastewater Treatment Plants
- City of Independence, MO – Cityworks AMS for Electric, Water and Sewer Utilities
- City of Lexington, NC – Cityworks AMS for Electric, Gas and Water Utilities
- Clallam County PUD, WA – Cityworks AMS for Electric Utility
- Dekalb County, GA – Cityworks Integration with EnQuesta CIS
- Georgia Power, GA – Cityworks PLL for Lakeshore Permit Management
- Santa Clara Valley Water – Cityworks PLL for Well Permitting
- Tualatin Valley Water District, OR – Cityworks AMS for Water Utility

## ORGANIZATION CHART

The below organization chart represents POWER's proposed project team that will report directly to our proposed project manager, Steve Kerr, as indicated above.



This very skilled project team has over 150 collective years of experience implementing software solutions for cities, counties, and utilities around the country.

### III. SCHEDULE

#### PROPOSED PROJECT SCHEDULE

As requested, POWER has provided a project schedule based on our proposed full scope of work. As with any schedule, this is based on our experience and the scale of the engagement and done prior to any interaction with Idaho Falls directly. The listed activities correspond with our proposed approach and take into consideration Idaho Falls' scope of work guidelines in Section VII of the RFP.

PROPOSED SCHEDULE		
DESCRIPTION	MONTH START	MONTH END
<b>Task 1: Project Planning and Management</b>	1	15
<b>Task 2: Discovery</b>	1	7
2.1 Existing Business Process Discovery	1	2
2.2 Cityworks Core Team Demonstration	1	1
2.3 To Be Workflow workshops	2	7
<b>Task 3: System Installation and Configuration of Initial Cases</b>	3	5
3.1 Base Software Configuration	3	3
3.2 Configuration of Initial Cityworks PLL Cases	3	6
3.3 Configuration of Public Access Portal	3	6
<b>Task 4: Full Cityworks PLL Configuration, Integration and Data Migration</b>	6	12
4.1 Configuration of Remaining Case	6	11
4.3 Configuration of Remaining Cases in Public Portal	6	11
4.3 Report Development	10	12
4.4 Scripting and Customizations	10	12
4.5 TRAKiT Data Migration	10	12
4.6 Integrations	7	12
<b>Task 5: Training and Testing</b>	11	14
5.1 Core Team Training and Testing	11	12
5.2 Final Configuration and Refinements	12	12
5.3 Go-Live Training	13	14
<b>Task 6: Production Deployment and Support</b>	13	14
6.1 Deployment Planning and Execution	13	14
6.2 End User Coaching	14	14
6.3 Support	14	15

## IV. COST

### SOFTWARE AND HOSTING COSTS

The following table shows the costs for the Cityworks PLL software, including hosting. It reflects an approximately 30% discount in Year one and an approximately 15% discount in Year 2.

PRODUCT NAME	QUANTITY	NET UNIT PRICE YEAR ONE
ELA - Cityworks Online Server PLL Standard	1	\$44,500
Data Storage Plus	1	\$3,500
<b>Total</b>		<b>\$48,000</b>

ANNUAL COSTS	PRICE
Year 1	\$48,000
Year 2	\$58,000
Year 3	\$68,500

### IMPLEMENTATION COSTS

COST AREA	FULL IMPLEMENTATION COST
Project Management	\$27,180
Discovery	\$146,313
Configuration & Reviews	\$158,027
Migration of TRAKiT Data	\$46,888
Testing	\$46,815
Training	\$91,773
Deployment & Support	\$48,863
<b>Total</b>	<b>\$565,859</b>

***OPTIONAL CUSTOMIZATION – MEETING SCHEDULER COSTS***

CUSTOMIZATION	COST
Meeting Scheduler Customization	\$38,515

## V. CORE SYSTEM FUNCTIONALITY

As requested by Idaho Falls, POWER has assembled the RFP Section V contents and responded based on our previous experience and qualifications. The table below lists the Core System Functionality as organized by Idaho Falls (e.g. Area and Functionality) and indicates if the functionality is: Core (e.g. out-of-box), Discuss (e.g. out-of-box, but options) and Custom (e.g. will require custom programming). Where there was repetition of functionality (e.g. create multiple types and subtypes) it has been listed once and identified with a double asterisk (\*\*).

Area	Functionality	Core	Discuss	Custom
Permit	Create multiple permit, project, enforcement and licensing types and subtypes**	X		
	Calculate permit, project, enforcement and licensing specific fees based on fixed amounts and formulas**	X		
	Ability to have certain permits automatically approved following submission of required materials		X	X
	Assignment of permit numbers	X		
	Schedule inspections among multiple inspectors and departments, manage daily workloads, prevent scheduling conflicts and include capability for automation	X	X	
	Digital permit and project plan review procedures integrated with Bluebeam Revu		X	X
	Schedule reviews between multiple departments and reviewers	X		
	Integration of permit and project specific review checklists	X		
	File management for permits and projects	X		
	Integration with associated projects, licensed professionals, Enterprise GIS system and services	X	X	
	Permit and project related status management	X		
	Automatic forms and letters populated with associated permit, project, enforcement procedures	X		
	Automatic notifications to external users of permit and/or project status, reviews, inspections, etc.	X	X	
	Automatic notification to internal and external; users of expiring permits, stop work notices, inspections status, etc.	X	X	
	Critical path management between permit, project and enforcement cases with ability to prevent certain activities and actions until others have occurred	X		
	Permit, project and enforcement timesheet allocation management	X		
	Preferred: Ability to batch permits	X		X
Project	Schedule meetings with associated assignments	X		
	Ability to track and process bond payments	X		
	Generate buffer based on criteria and return list of mailing labels for property owner notification			X
Code Enforcement	Schedule inspections among multiple inspectors and departments and manage daily work loads	X		
	Manage case notes, photos, letters and other files	X		
	Project status management	X		

<b>Licenses</b>	Automatic notification of external users of project status review, inspections, meeting dates, etc.	X		
	Online submission of complaints	X		
	Automatically renewal forms populated with associated case data	X		
	Link to authorized user license types	X		X
	Utilize variety of statuses with automatic electric notification	X		
	Automatic notification so internal and external users of expiring licenses know	X		X
	Ability to attach documents	X		
<b>GIS</b>	Preferred: Utilize current license template	X		
	Integration, not linking, with Enterprise GIS and services	X		
	Regular, automatic synching and updating with City Enterprise GIS	X		
	Integration with EGIS with other modules	X		
	Assign work based on regions and dedicated staff	X		
<b>Mobility</b>	Inspection routing for applicable modules	X		
	Employee to access system and data through mobile device (cell/tablet) and iOS/Android	X		
	Complete daily tasks such as view, schedule, modify ult inspections, upload pictures directly to permits and inspection reports	X		
	Citizen and development professional access to necessary features and functions via cell/tablet	X		
<b>Browser &amp; Software Compatibility</b>	Access all contact details for owner, applicant, contractor or complainant as well as attached plans	X	X	
	Browser agnostic	X		
	EGIS integration	X		
<b>Citizen &amp; Development Professional Access</b>	Integration with Bluebeam Revu	X		X
	Access to selected system data, features and functions to citizens and development professionals	X		
	Upload necessary permit, project, case, license or other data via web portal	X		
	Inspection scheduling	X		
	Permit, project, case and license monitoring	X		
<b>Financial Management</b>	Ability to pay fees online	X		
	Compatibility with financial payment system		X	X
	Ability to accept online payment based on selected record status	X		
	Preferred: Include convenience fee or cash discount	X	X	X
<b>Reports</b>	Standard reports on key data points	X		
	Automatic monthly reports on key data points	X		
	Create custom reports and ad hoc reports using data elements from land development and permitting systems	X	X	
	Reports available in PDF, XLXS and online format	X		
	Customize reports appearance (color schedule and logo)	X		
	Robust search capability within and across all modules	X		
		X		
<b>Local Administration</b>	Ability to make adjustments to modules locally	X		
	If licensed based, manage concurrent users and log off user not active	X		
<b>Data Migration</b>	Migrate existing data from TRAKiT to new system	X		X

## VI. DEDICATED HOSTING

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### **A) INFRASTRUCTURE**

#### **1) Cloud-based hosting**

Cityworks Online or (CWOL) is the SaaS offering provided by Cityworks. This solution is hosted in a multi-tenant Cloud in AWS.

#### **2) Regular patches and upgrading to maintain integrity**

Cityworks will apply the upgrades and patches when released. Cityworks will update your identified system administrator on schedules when these are made.

#### **3) Disaster recovery time of less than 12 hours**

Cityworks ensures all its services have disaster recovery plans in place covering disaster prevention and recovery. Cityworks aims to provide a robust recovery plan should any disaster occur while taking all possible steps to prevent such a situation.

Cityworks' prevention and recovery plans:

- Reduce the likelihood of a disaster.
- Implement contingency plans to restore partial or full service as soon as possible after an incident has occurred.
- Document a clear communication strategy to keep all those involved (especially customers) informed of the situation as it develops.

#### **4) Backups at least every 24 hours**

Cityworks actively maintains data backups so that in the event of data corruption, inconsistency, or loss, they can restore data as quickly as possible. Backups are maintained separately from the primary data repository but within the same geographical region.

Cityworks' backups allow them to restore a database to any point in time in the last 35 days or monthly for two years after that. Backups for attachments and other file system data are kept hourly for one week, daily for 35 days and monthly for two years.

Cityworks can provide an ad-hoc database backup in the form of a Microsoft SQL Server Database .bak file as requested by the customer. However, customers are not expected to keep a secondary backup of their data.

#### **5) Redundant network providers with minimum 1 Gb network bandwidth**

AWS Manages the network. It is redundant and has plenty of bandwidth.  
<https://aws.amazon.com/products/networking/>

#### **6) Minimum 20 GB of disk space for local data with the ability to increase as needed**

Disk space is provided in the AWS cloud and added as needed.

## 7) Ownership of data and ability to retrieve if needed

You are the owner of the data. Cityworks can provide a copy of the database at any time for you in the form of a Microsoft SQL Server Database .bax.

Data is retained for 30 days after contract termination. At the end of that period, the customer database is deleted from the server and the application documents are removed from the file store. The database information will still be part of previous database backups until the standard backup retention period (two years after deletion).

## 8) Content delivery network

Cityworks doesn't utilize a CDN currently.

## 9) Optimization of content by caching of data

The database is optimized with strategic indexes to make queries faster. Cityworks doesn't do any other caching.

# B) SECURITY

## 1) Redundant firewall and associated network infrastructure

Currently, Cityworks hosts its assets and data in Amazon Web Services.

- Amazon Web Services (AWS) is designed to deliver a flexible, reliable, scalable, and secure cloud computing environment with high-quality global network performance.
- AWS data centers are state of the art and provide many protections such as fencing, security guards, intrusion detection and more.
- AWS provides secured data centers all around the world.
- AWS data centers are protected from unauthorized physical access and environmental hazards by a range of security controls.
- The AWS platform offers exceptionally high-security compliance, including certifications like ISO27001, SOC 2, and FedRAMP.

## 2) Website application has protection against code injection and cross site scripting attacks

Cityworks uses vulnerability scanning tools to expose security vulnerabilities in our cloud-based systems. These tools allow them to identify and fix vulnerabilities—including software flaws, missing patches, malware, and misconfigurations across various operating systems, devices, and applications.

## 3) Auditing of network security policies

Cloud and data security are shared responsibilities between the cloud infrastructure provider and the client utilizing the cloud solution. In this case, it means that Cityworks trusts Amazon Web Services to manage the security of the cloud infrastructure, and Cityworks is responsible for the security in the cloud environment.

At Trimble, they ensure infrastructure security and high availability of their cloud solutions by implementing and applying industry best practices. These practices include hardened hosts with scheduled patching, isolated VPC, data encryption, role-based access control, and security groups. Trimble utilizes managed services like AWS Shield. They have 24x7 SOC teams for monitoring alerts for their solutions. You can read more about cloud security in AWS Whitepapers & Guides.

## 4) Identification of vulnerabilities and malicious attacks

Cityworks uses vulnerability scanning tools to expose security vulnerabilities in their cloud-based systems. These tools allow them to identify and fix vulnerabilities—including software flaws, missing patches, malware, and misconfigurations across various operating systems, devices, and applications.

## **5) Support for HTTPS encryption**

All data at rest is encrypted. Encryption in transit is enforced for the data in transit, giving industry-standard levels of security available for data transmission over the internet.

Cityworks relies on AWS technology to achieve encryption of the databases and the document file store. Transport Layer Security protects all their HTTPS endpoints. Cityworks' web services are forcing secure transport thanks to HTTP Strict Transport Security (HSTS). Data-in-transit and at-rest encryption uses the AES256 standard.

## **6) Distributed denial of service mitigation**

In a world of increasingly sophisticated cyberattacks, Cityworks employs intrusion detection tools to detect attacks on their cloud service endpoints (points of access) and our internal systems.

## **7) File transfer must be secure (SFTP or similar)**

Cityworks relies on AWS technology to achieve encryption of the databases and the document file store. Transport Layer Security protects all their HTTPS endpoints. Cityworks' web services are forcing secure transport thanks to HTTP Strict Transport Security (HSTS). Data-in-transit and at-rest encryption uses the AES256 standard.

## **8) Uploaded files are automatically scanned for viruses**

Cityworks provides features that allow customers to upload files and data in various forms. Cityworks employs antivirus scanning tools to check data for known malware and remove or quarantine data.

## **9) Integration with a Single Sign On software, preferably Azure AD or SAML**

Cityworks Single Sign-On (SSO) is an integration feature that allows users to sign in to Cityworks applications with an Esri identity through ArcGIS Online or ArcGIS Portal. It allows users to authenticate with their Esri identity by using the industry-standard protocol OAuth 2.0. Since ArcGIS becomes the authentication authority, users will inherit all the login features that ArcGIS provides. ArcGIS supports all SAML 2.0 compliant identity providers. When you configure ArcGIS to utilize a SAML-compliant identity provider, Cityworks is effectively able to utilize the identity provider as well, through its integration with ArcGIS.

## VII. SCOPE OF WORK

The City of Idaho Falls, ID (Idaho Falls) has identified the need for a hosted, spatially enabled, extensible, integrated, public-accessible, Permitting, Licensing, Code Enforcement and Planning Project Software System. Idaho Falls provided a definition of their new system on 01/28/2022 and then provided additional information in response to questions on 02/14/2022. POWER's proposed scope of work has been created to meet proposal length guidelines while providing Idaho Falls the information on POWER's experience, approach, and client-centric execution. Idaho Falls' request is an extensive and complex undertaking and will deserve the appropriate level of detail for all parties as we design, develop, test, and deploy the Cityworks PLL platform with many far-reaching efficacy gains. With this in mind, our experienced and diversely skilled team has assembled an approach for a full platform transformation through focused and collaborative implementation. In our set of tasks below, we have laid out a plan to fully implement Cityworks PLL for all the permit, project, code enforcement and license types indicated. At the end of the scope of work, we provide an optional implementation that will lower the costs for Idaho Falls by having their staff take on some responsibilities under the guidance of the POWER team.

### ***TASK SERIES 1: PROJECT PLANNING AND MANAGEMENT***

#### **SUBTASK 1.1 KICKOFF AND PROJECT PLANNING**

Every project should dedicate time to Project Management and associated activities. The Idaho Falls Core Team (as identified by Idaho Falls during negotiation and initiation) and POWER will participate in a half-day onsite or virtual project initiation kick-off and planning workshop. Prior to the kick-off meeting, POWER will prepare a preliminary Project Management Plan (PMP) and meeting agenda. The kick-off meeting will be a forum to familiarize project participants with the project's vision, goals, and objectives, review the statement of work and planned deliverables, the preliminary schedule and the overall implementation and deployment approach. A review of key Idaho Falls documents/visions (e.g., Draft ImagineIF and The Right Fit) amongst others and their impacts on Permits, Fees, Projects, Violations, Code Enforcement, Plan Review, and Inspection metrics will be addressed, as will the projected growth of Idaho Falls. These factors all assist in defining direct, as well as collateral, project impacts, so all Team members understand the 'Big Picture' and the details that will make the engagement successful.

#### **SUBTASK 1.2 DETAILED PROJECT MANAGEMENT PLAN**

During the kick-off week activities, POWER will meet with Idaho Falls' designated project manager and core team to define the roles and ownership of the multiple processes by which the project will be managed. These processes will be a merger of existing Idaho Falls processes, and the processes that POWER has adopted through best practices learned on past Cityworks PLL implementation projects. The draft PMP will be refined with Idaho Falls input for execution, monitoring, controlling and closure of this project before finalization. The PMP will be a dynamic document to be reviewed and updated bi-monthly to track progress, unanticipated technical or organizational issues and the overall health of the engagement and relationship.

#### **SUBTASK 1.3 PROJECT EXECUTION**

POWER's project manager will ensure proper communication and scheduling of work between POWER and Idaho Falls during the project. POWER will provide project oversight, including scheduling and conducting bi-weekly core team project calls, provide monthly progress reports and project schedule updates as needed. These activities will

facilitate communication between POWER and Idaho Falls' designated project manager and/or other team members during the engagement phases, resulting in clear and collaborative communication and decisions.

## ***TASK SERIES 2: DISCOVERY***

### **SUBTASK 2.1 EXISTING BUSINESS PROCESS DISCOVERY WORKSHOPS**

After the Kick-Off meeting, POWER proposes to immediately facilitate workshops with Subject Matter Experts (SME), core team members and key stakeholders to gain clear insight into the current procedures, applications, workflows, triggers, types, and data flow in its current state. This will provide a much better understanding of the challenges, current procedures, pros and cons, benefits that have been addressed or not addressed, and other supporting applications and manual procedures. We would also like to discuss integration, migration and reporting needs. Due to the City using TRAKiT (circa 2017) to support their needs, there will be a great opportunity to understand and develop our common language, which is crucial for collaborative project efficiency. Idaho Falls, TRAKiT, POWER and Cityworks all have unique (either institutional or software-specific) terms, and it is very important that we are communicating in a common project language. POWER will hold group-focused workshops to gain a City-centric understanding of needs and transformation requirements. During this initial stage, POWER will also conceptualize the design of how the GIS-centric Cityworks PLL configuration can meet Idaho Falls' identified needs. We will leverage our previous experience of implementing Cityworks PLL for the wide range of Community Development projects and practices and our deep knowledge of the Cityworks product line to determine best practice workflows for the requirements. The sessions will start with a review of the permitting process documentation outlined in the RFP Section V Core Functionality and be supplemented with demonstrations of existing systems and artifacts by the City team.

### **SUBTASK 2.2 CORE TEAM CITYWORK PLL DEMONSTRATION AND DISCUSSION**

After our kick-off meeting and collaborative information gathering of the existing procedures, needs, requirements and organizational structure, POWER proposes to introduce the Core Team to the Cityworks PLL Platform and Public Portal offerings. This is so Idaho Falls can see the core functionality of these proposed future state component parts that will define the solution and initiate setting expectations. The goal of this demonstration-only meeting will be to introduce the Core City Team to the Cityworks terminology, functionality and configuration settings discussed during the proposed to-be business process and configuration workshops described below.

### **SUBTASK 2.3 TO-BE BUSINESS PROCESS DOCUMENTATION**

Following the existing current state procedure workshops and the demonstration of the full Cityworks platform capabilities, the need to identify, aggregate and leverage legacy client artifacts, as well as engage in developing to-be business processes, is our proposed next step as we initiate the early definition of the future state. POWER proposes using a diagrammatic approach that facilitates discussions and decisions and can be leveraged for core Cityworks configuration. POWER often develops the client workflows to ensure the information is clearly presented and, most importantly, understood by the client through our emerging common language. The result will be documentation of configuration, integration, reporting, inspections, citizen/developer engagement, fees, and workflow tasks, all of which are included in the typical technique for Cityworks PLL. POWER will work with the Core Team to itemize the set of procedures to review based on both the RFP-defined categories and after a set of review sessions to better gain the goals, objectives, and challenges. Then POWER will complete those diagrams, review them with Idaho Falls, and update them for final acceptance. This is a time-consuming but extremely important part of the project, as there are 26 permit types and 60 subtypes, 20 project types and 90 subtypes, 23 violation types and 52 subtypes, 48 license types and 20 subtypes, all of which have to be discussed and documented.

## **SUBTASK 2.4 TRAKIT PROCEDURAL AND MIGRATION REVIEW**

POWER will facilitate data use and ETL procedures and hold migration workshops with Idaho Falls to analyze the data sources and potential options for migrating key information onto the Cityworks environment. In preparing this proposal, we reviewed the eTRAKiT application to understand available data, types, timeframes, and data that can be extracted to MS-Excel for further review. Even with this research, and the Addendum information, a better knowledge of the on-prem TRAKiT database, technology, architecture, and the use/non-use of the GIS will need to be examined. POWER will document our findings and initial data mapping recommendations during the initial workshops. The TRAKiT data migration (as well as Permits Plus data housed in TRAKiT) task will be documented at a level to make informed cost projections and realistic timeframes defined for clear and definitive Idaho Falls decision-making. POWER proposes to start fresh as opposed to retrofit a solution that poses challenges at each upgrade, patch install or organization change. The data migration requirements specification will document at a high-level what data needs to be migrated and where through clear data mapping and supporting documents.

## ***TASK SERIES 3: CITYWORKS PLL INSTALLATION, CORE CONFIGURATION, REPORTS AND SCRIPTING/CUSTOMIZATION***

### **SUBTASK 3.1 BASE SOFTWARE CONFIGURATION**

POWER will work with Idaho Falls to stand up a hosted Production instance of the Portal and Cityworks PLL (Office and Mobile or Respond) and the integration with Esri data and services. Once established, POWER will access this Cityworks Online Idaho Falls environment and set up the core Idaho Falls configuration. The solution will consist of the following components:

- Trimble's Cityworks Online (CWOL) servers. Version 15.7
- End-user PC's and laptops for Cityworks PLL usage in the office
- Mobile devices (laptops, tablets, or phones) for Cityworks and Esri integrated access
- ArcGIS servers
- Secure Cloud deployment and integration with Single Sign On (SSO) software or SAML
- Citizen/Developer public access portal

### **SUBTASK 3.2 CITYWORKS PLL CONFIGURATION – INITIAL PERMIT, PROJECT, CODE ENFORCEMENT, AND LICENSES**

POWER will work with Idaho Falls to configure three workflows each for Permits, Projects, Code Enforcement and Licensing. Ideally, the most frequently applied for, inspected and/or violation case types will be used. The process from an initial Application through Final Inspection and Fees will make project completion and close out much better defined by both parties. The strategy is to completely configure a single permit/case for type and gain approval from Idaho Falls before moving further.

### **SUBTASK 3.3 DESIGN AND WORKING CONFIGURATION – PUBLIC ACCESS (CITIZEN ENGAGEMENT)**

Once subtask 3.2 is completed and has been vetted and accepted, POWER suggests we review the Cityworks portal environment and initiate gaining requirements for the citizen portal. The usual components of applications are redlines, fees and date expiration. Still, an often overlooked and a POWER specialty is working with your IT, PR and Legal staff on language, webpage placement, definitions, and a number of 'clicks' to get to formal data entry. The Public site needs branding to your citizens, minimal clicks to reach, clear instructions and finally, a City review for content, wording including (legal) and public end-user input. POWER will work with Idaho Falls internally, and we do suggest that other Idaho Falls departments are involved and potentially a trusted public end-user (all

municipalities are different). The workflow and requirements will have been defined in earlier upstream subtasks and be leveraged here as well.

## ***TASK SERIES 4: FULL CITYWORKS CONFIGURATION, PLATFORM COMPONENTS, INTEGRATIONS AND DATA MIGRATION***

### **SUBTASK 4.1 CONFIGURATION – PERMITS, PROJECTS, VIOLATIONS, AND LICENSES**

After review and approval of the first set of configured work processes, POWER will configure the remaining types and sub-types as well as fees, workflow, and triggers for a wholesale configuration of Cityworks PLL for Idaho Falls. This task leverages previous work, revising and refining addition procedures and completing the full configuration to support Idaho Falls' prioritized efforts. POWER will have documented, with Idaho Falls sign-off, the remaining high priority/volume/revenue procedures that should completely define the first full deployment.

### **SUBTASK 4.2 DESIGN AND WORKING CONFIGURATION – PUBLIC ACCESS**

POWER and Idaho Falls will have defined core portal configuration in Task 3.3 above. Next, POWER will complete CWOL configuration in support of the Subtask 4.1 workflows above. The Portal will be responsible for taking fees, processing applications, issuing licenses, and tracking dates and various business-related documents.

### **SUBTASK 4.3 REPORT DEVELOPMENT**

Following the configuration of the prioritized cases, POWER will provide Idaho Falls Water with 65 hours of Report specifications and development. The reason for the limits on report development is that POWER has found that the complexity and volume of reports vary substantially from one customer to another, hence the need to put a level of effort boundary on this task. Idaho Falls staff can be trained to develop any reports not achievable in this bucket of hours or may have POWER develop them on an hourly basis.

### **SUBTASK 4.4 SCRIPTING AND CUSTOMIZATION**

One of our implementation and deployment goals is to avoid triggered scripts and customization and to use out-of-the-box functionality. Sometimes the need arises to create customizations. The Cityworks platform has a robust set of APIs and WebHooks to facilitate customizations. If the need for customizations is identified during the project, a change order will be enacted to develop the customizations.

### **SUBTASK 4.5 TRAKIT DATA PROCESS AND MIGRATION\***

There are a few choices, each with a pro and con, as well as client decisions that need to be made, such as core fields to migrate, timeframe (e.g., how far back), potential status, and most importantly, activities that are 'mid-stream' in their review and finalization process. POWER will have documented the detailed mapping of TRAKiT fields to Cityworks fields and record that in a Data Migration Specification for the 65 Case types. During this subtask, POWER will develop the specifications and method for the migration of the TRAKiT data into Cityworks. This detailed specification and mapping are not possible until the case types have been implemented. Hence it is not done during the previous Task Series 3 activities (though it is part of the holistic consideration for the future state). Once the Data Migration has been run and POWER has completed all Internal Acceptance Testing (IAT), the approved Idaho Falls PLL Database will be delivered for User Acceptance Testing (UAT). POWER will do an initial dry run to validate the process and then a production run.

## SUBTASK 4.6 INTEGRATION

The earlier subtasks will have addressed many of the requested integrations, such as Bluebeam Revu and Central Square Technologies Financial System. This subtask will break down each requested integration and generate development specifications for how they should be accomplished. In some cases, this may rely on a third-party application; with some, POWER has the appropriate and proven experience. Once the discussions, high-level diagrams, and working specifications have been developed and accepted, POWER will develop integration methods. We will review these with Idaho Falls to make sure they follow the agreed-upon specifications. Note that the costs of any integrations are not included in the proposal. They can only be costed after the Discovery Phase of the project.

## ***TASK SERIES 5: TESTING, TRAINING AND PRODUCTION DEPLOYMENT***

### SUBTASK 5.1 CORE TEAM TRAINING AND TESTING

This subtask is set aside after POWER's Internal Acceptance Test (IAT) and refinements to make sure Idaho Falls is well prepared to undergo User Acceptance Testing (UAT) with a clear understanding of our work. This includes new user interfaces, legacy data migration, potential customization, activated trigger (key for Cityworks PLL Workflow and Tasks), core integrations and reports. With any multi-module application, including one using various hardware equipment and operating systems, there can be numerous points of potential failure unless the entire effort has been done side-by-side between POWER and Idaho Falls. If planned for, the likelihood is greatly reduced. Prior to Idaho Falls UAT, POWER will have run the full future state application and software so that there is a clear understanding of the readiness state for testing and issue capture. POWER will have already completed IAT, and it is now time for Idaho Falls to take part in UAT prior to the final role out and 'future state' transition. This is often called the 'Soft Launch' of the new platform. By being fully vetted by Idaho Falls, the transition (technical, organizational, procedural) can be considered 'soft' because our intent is to tighten the application up prior to full deployment and end-user buy-in. The initial training and testing will be done by the core team (limit of 12 for this subtask), and the results will be conveyed to POWER through our unique online Issue Log to maintain current data and status.

### SUBTASK 5.2 FINAL CITYWORKS CONFIGURATION REFINEMENTS

After a full core team end-to-end review and validation that all manageable issues have been addressed and there is no need to cancel full deployment, POWER will review and hold core team discussions to determine the acceptable final list of issues that need to be addressed prior to deployment. These will then be re-tested by the Core team prior to full training for all users. This information is also extremely helpful for updating user manual materials, examples of the user interface and a true common language to convey the new platform. The issues addressed will be focused on configuration due to the fact that the migration and integrations have already been completed.

### SUBTASK 5.3 GO LIVE TRAINING FOR CITYWORKS END USERS\*

POWER will provide an office and field training guide that has been refined and updated based on the core team training and testing. These will be delivered to Idaho Falls in addition to the complete set of Cityworks manuals provided by Azteca. POWER will then be onsite or remote for the following:

- Cityworks Office – This course is intended for the staff that will use the Cityworks Software in the office. It will cover using Cityworks PLL in the office.
- Cityworks Mobile and Esri Field: This will be an important aspect of the new platform, or inspectors and enforcement staff and training, along with documentation, will be supplied software in the field. It will cover using Cityworks PLL in the field, particularly on mobile devices.

## ***TASK SERIES 6: CITYWORKS PRODUCTION, DEPLOYMENT AND SUPPORT***

### **SUBTASK 6.1 CITYWORKS PRODUCTION DEPLOYMENT**

Prior to and during the above Tasks and in the PMP, the Production Deployment strategy and timing need to be considered and strategically addressed. Regardless of testing, training and exposure, Idaho Falls is moving into the new state of business procedures, spatial decision tools, mobile enforcements, and a brand-new look and feel. Thus, this organizational transition and impacts/risks will need to be identified and mitigated. Idaho Falls and POWER will coordinate a roll-over plan, timeframe, responsibilities, and risks. This will be documented in a POWER-proven procedure (refined based on the client) to make sure each knows their role, points of contact and expectations. POWER will then work with Idaho Falls to execute the deployment plan.

### **SUBTASK 6.2 END USER COACHING**

Immediately following production deployment, POWER staff will provide onsite and remote end-user coaching. This will ensure that end-user concerns are met immediately, and there is a smooth transition to production use of the new Cityworks PLL solution.

### **SUBTASK 6.3 REMOTE SUPPORT**

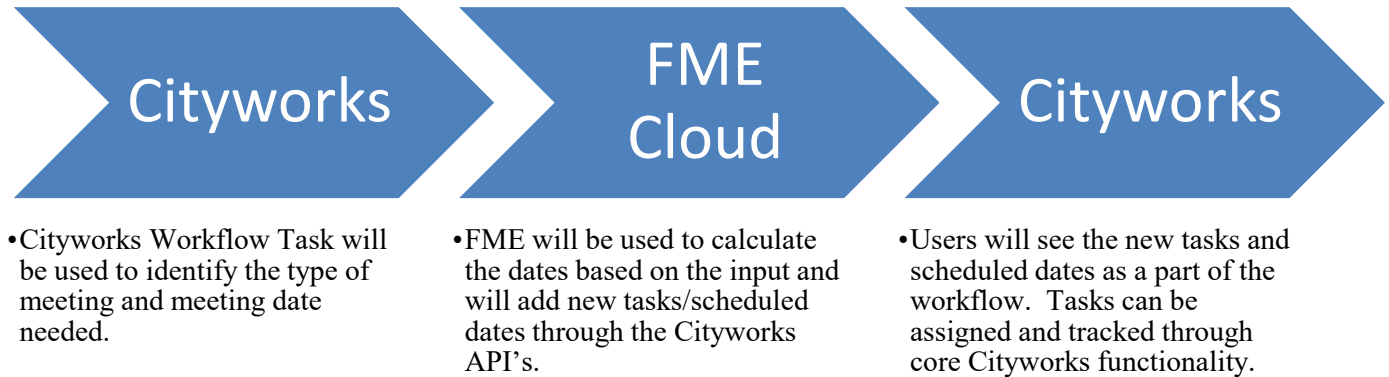
Once the system has been rolled out and is being used, POWER will provide remote implementation support to address configuration, implementation, or software installation matters that may arise. This support will be provided via phone, email, web meetings and conference calls.

## ***DELIVERABLES***

1. Project Management and Project Management Plan
2. Discovery Sessions, plus Draft and Final Future State Configured Workflows and Documents and Draft and Final Migration and Integration Specifications
3. Working Cityworks PLL Configuration and Reports
4. Migration Plan, Specifications, and Test and Final Runs
5. Core Team Training
6. Final Cityworks PLL solution configuration
7. End User Training, including Draft and Final Cityworks Training Materials
8. Final Cityworks PLL Deployment and Support

## **OPTIONAL CUSTOMIZATION – MEETING SCHEDULER**

Idaho Falls has requested a customization option that will allow Cityworks to generate pre-dated tasks for a selected meeting type. After discussion with Idaho Falls, POWER can provide the requested workflow utilizing Safe Software's FME cloud interface tool. POWER plans to use the following customization structure:



This option will be discussed with Idaho Falls during Task Series 2: Discovery Phase of the implementation scope and review of the out-of-the-box functionality. Idaho Falls will then decide whether to move forward with this customization.

If selected by Idaho Falls, the following customization tasks will be performed as part of the Cityworks PLL implementation.

### **Tasks:**

- FME Install
- FME Server Configuration
- Requirements Workshop
- Build FME Workspaces (1 for each meeting type)
- Cityworks Configurations
  - » Case Types
  - » Workflows
  - » Action Manager (Call outs to FME Server)
- Review, Test and Revise
- Includes Up to 15 Meeting Types and Workflows
- Includes Rescheduling Functionality

# CITY OF IDAHO FALLS

PURCHASING DEPARTMENT  
IDAHO FALLS, IDAHO  
Phone 208-612-8433

## ADDENDUM #1

REQUEST FOR PROPOSAL NUMBER IF-22-03

Project Software

To All Bidders

February 14, 2022

### **Please see the question and answers below.**

Q: **How many users of the system will you need?**

A: At least 25 concurrent users with the ability to add more later if needed. Current total users that have the availability to log in is approximately 150.

Q: **How many mobile code enforcement users will use the application?**

A: Three code enforcement officers. This does not include building, public works, or parks and rec mobile users.

Q: Would the City consider additional pages and appendices?

A: City will accept 20 pages.

Q: Would the City consider an extension to the due date of one week?

A: Yes, the deadline for submittals is extended to February 25<sup>th</sup>.

Q: Given the tight timeline for questions due, the answers/addendum and the time required to print and deliver hard copy proposals, would the City of Idaho Falls grant an extension on the due date for this RFP?

A: Please see answers to similar questions above.

Q: **How many unique permit type/subtype combinations are there to configure?**

A: There are currently 26 permit types and 60 subtypes. However, the City is interested in making changes to the building permit types and subtypes.

Q: How many unique project type/subtype combinations are there to configure?

A: There are currently 20 project types and 90 subtypes.

Q: How many unique violation type/subtype combinations are there to configure?

A: There are currently 23 violation types and 52 subtypes.

Q: How many license type/subtype combinations are there to configure?

A: There are currently 48 license types and 20 subtypes.

Q: How many users of the system are anticipated?

A: Please see answers to similar question above.

Q: Why is a replacement being considered for the permit and project system deployed in 2015?

A: Without discussing details, support for the current system has become unsatisfactory. The online, public interface is also unsatisfactory. The mobile app has also had significant, unresolved issues. There are no plans from the parent company to make significant upgrades to any component of the system.

Q: Idaho Falls uses the term “upgraded” for the new system; does this imply that the currently employed application, if upgraded, would meet intended needs (TRAKiT/Central Square Community Development)?

A: As stated in the RFP, Idaho Falls is considering a cloud migration with the current system. This will potentially resolve some of the ongoing issues with the software that would improve

overall functionality and consistency, but would not be considered an “upgrade” in other critical areas.

Q: Is funding allocated for this replacement, other than the potential for a migration which appears to be wanted, but would delay initiation?

A: The only funding allocated at this time is for the potential for a cloud migration with the current system. If proposed costs exceed the existing allocation, the City intends to request funding in the upcoming budget which would result in the project starting October 1, 2022, or later. Current allocation is approximately \$50,000.

Q: Does Idaho Falls have plans to, or have in place a Document Management System (DMS)?

A: The City does not currently have a DMS and there are no plans to add one.

Q: Is the Idaho Falls ESRI GIS an Enterprise or ArcGIS Online structure?

A: The City currently uses both.

Q: On average, how many citizen engagements for applications/permits does Idaho Falls anticipate annually?

A: Approximately 3,500

Q: What is the current “financial system” that the solution should be compatible with?

A: Central Square Technologies

Q: The RFP limits the page count to 15 pages total (excepting hardware diagram and cover pages). The scoring criteria indicates the need for responses to all of the requirements, references, pricing resumes, etc. Just providing yes/no type responses alongside any kind of product description and cover letter would exceed that 15-page limit. Will the City consider lifting that restriction or increasing it to a level where respondents can adequately describe their products, services, and experience?

A: Please see answers to similar question above.

Q: The RFP does not include any kind of format for pricing or information necessary for pricing configurations required for the system to work properly. Can you provide the number of named users and a complete list of permit case types, plan case types, license types, code violation types (essentially quantity of workflows) in order to price the project accurately?

A: If the software is a concurrent license-based system, there will need to be at least 25 users. All modules combined include 117 types and 245 subtypes. See questions above for further breakdown.

Q: There doesn’t appear to be any forms to return other than building responses where called for and providing pricing. Does the City have any kind of spreadsheets, requirement matrices or other forms to accommodate response requirements that don’t count in the page total limitation?

A: Currently no.

Q: Will the City consider a shared services approach, whereby City staff is trained on configuration tools and work alongside the vendor to complete configuration or is the City desiring a turnkey approach where the vendor provides full service configuration of the system.

A: That probably depends on the level of shared services and time required. Certainly, staff will have to be involved at some level in discussion on how the system needs to be configured. The City also wants to have staff trained to make configurations in the future as workflows and processes change. If the way to achieve that is through a shared-services approach, the City would be open to having that conversation.

Q: The RFP references the current 20221-2022 budget relative to the project and states that if the cost estimates exceeds that budget that the project might have to be started within the 2022-2023 fiscal year. In reviewing the City’s 2021-2022 budget there wasn’t any mention of replacing the TRAKIT system in terms of budget allocation (no capital expenditures). Can the City share the current budget for this project for the 2021-2022 fiscal year?

A: Please see answers to similar question above.

Q: Is the City considering using ARPA funding for this project?

A: Not at this time.

Q: Has the City conducted demonstrations of any permitting software systems over the past 18 months?

A: Not organizationally and not full demos. Individuals and departments have viewed high level overviews of software systems from OpenGov and Intuitive Municipal Solutions. Since the City decided to develop an RFP for a new solution, however, it has rejected all solicitations and requests for system demos.

Q: What is the City's current solution for Enterprise Asset Management (service requests and work orders)?

A: Cayenta.

Q: Is the City planning to upgrade or replace it's Cayenta Financials software in the near future?

A: Not at this time.

Q: Other than GIS are there any other solutions that we are required to integrate with—ie financial system, document management system?

A: The system must integrate with Bluebeam Revu. For financials, it must integrate with Central Square Technologies

Q: How many named users will need access to the solution?

A: Please see answers to similar question above.

Q: How many users will need access in the field (ie mobile inspections)?

A: At least 10

Q: How many named users are using Bluebeam?

A: Approximately 35

Q: Has the City seen demonstrations for any vendors in the last 6 months and if so which vendors?

A: Please see answers to similar question above.

Q: Can you share the budget allocation for this project?

A: Please see answers to similar question above.

Q: Does the City currently accept online payments and if so which vendor is used?

A: Yes. The City uses multiple vendors and is willing to discuss options that work with the vendor's system.

Q: Does the City use MS Office products?

A: Yes, the City currently has an Office 365 subscription.

Q: Will the City extend the due date by one week to February 25? The current turnaround time between the final (potential) Addendum date of February 14<sup>th</sup> and the current closing date of February 18<sup>th</sup> is insufficient to react to any potential updates that may be contained in the Addendum and delivery of hard copies of the proposal to the City by February 18<sup>th</sup>.

A: Please see answers to similar question above.

Q: Would the City be open to receiving an alternative proposal that does not follow the same format as specified in the RFP?

A: For purposes of consistency and fairness, the City will only accept formats as specified in the RFP or its addendum.

Q: Given the tight turnaround of this RFP and the extent of the requirements, would the City be willing to extend the due date by 2-4 weeks?

A: Please see answers to similar question above.

Q: How long have you been using the current solution for?

A: The current system went live in 2016

Q: Who is currently supporting the existing system and are you satisfied with the level of support?

A: Internally we have multiple administrators. Externally, the company offers support for issues beyond our internal ability. Current support is unsatisfactory.

Q: What would you change about your current support situation?

**A: More timely response times.**

Q: Where is the new system to be hosted, or is hosting to be provided by the vendor? If so, are there any preferences such as Microsoft Azure or AWS? Please describe.

**A: Cloud hosting is preferred. No preference between Azure or AWS.**

Q: What costs has the City incurred for the initial set up, ongoing maintenance, hosting, software licensing, support, and enhancements (i.e., “change orders”) over the current systems’ lifetime?

**A: The City will not provide this information at this time due to time required to assemble the information. If it is critical to the applicant’s proposal, applicant may submit a public records request through the City Clerk’s office.**

Q: What presentations, software demonstrations and/or estimates / quotes has the City received related to Licensure software and from whom?

**A: Please see answers to similar question above.**

Q: When it comes to the Licensure process, what are the goals and KPIs the City would like to achieve compared to the current process.

**A: Most processes will remain the same. There may be some edits to permit types/naming for building permits. A more user-friendly online interface is key.**

Q: How does the City currently manage enforcement activities such as complaints, investigations, inspections and/or compliance?

**A: Complaints come in via phone or email. Current system utilizes a mobile app for investigations/inspections.**

Q: Does the City track any continuing education (CE) for the individuals regulated, CE Providers, and/or courses? If so, what audits are performed and how does CE impact renewals? Please elaborate.

**A: The City does track continuing education for its contractor licensing program. Audits are performed as part of the annual license renewal process.**

Q: Is the City looking for a custom developed solution that performs specific requirements, or, is the City open to partnering with an established regulatory management software provider who has a solution that can be configured?

**A: Given time and budget constraints, the preference is for a solution that can be configured, not a fully customized system.**

Q: When ideally does the City want to have this system “go live”?

**A: Ideally before October 2023.**

Q: What is the City’s budget for the new solution and what does the budget intend to cover?

**A: Please see answers to similar question above.**

Q: Is the budget to include full implementation of the new system?

**A: Please see answers to similar question above.**

Q: What has the city budgeted for the initial system implementation?

**A: Please see answers to similar question above.**

Q: What, if any, amount of the budget is subject to expire by a certain timeframe and when? Please elaborate.

**A: All budgets technically expire on September 30<sup>th</sup> each year unless a roll over is approved.**

Q: Please provide an approximate number of standard email/letter templates that will be used by the City that are to be integrated and automated by the system.

**A: Approximately 40.**

Q: How many different or distinct permit application types will be supported in this solution? Please provide a list.

**A: For types, please see answers to similar question above. The system does not offer a simple way to produce a list so it is not being provided at this time.**

Q: What other systems would the new solution need to integrate with (i.e. payment processor, other systems such as financial, GIS, etc.) along with an inventory of which interfaces will need to be wither a one-way (import or export) or two-way data exchange?

A: Please see answers to similar question above.

Q: Will there be a data conversion component for the new system? If yes, can you provide the size and format of the current data set and confirm if the vendor will be migrating all this data into the new solution?

A: Yes. All data from the current system must be migrated to the new one. The vendor must migrate the data. The data is in a SQL server 2012 database. Current size is 15GB

Q: Please provide the annual number of applications / renewals processed by the City?

A: There are approximately 3500 items per year.

Q: Is the City expecting the vendor to incorporate a payment processor within the proposal, or provide recommendations?

A: For online payments, the City is open to either option.

Q: Please provide a breakdown of the number of City employees that will be using the new solution by Department.

A: Please see answers to similar question above.

Q: Does the City already have an online portal for Licensure, or, will the vendor provide the portal?

A: If this question is related to business licensing, the current system does offer some online capabilities. But the new system must provide an online portal.

Q: What criteria are being used to select the best solution for the City and qualify vendors? How important is cost in the overall solution?

A: Selection criteria is provided in the RFP.

Q: Can the City share what budget is allocated for this project?

A: Please see answers to similar question above.

Q: What is the City's use case for timesheet management? Would the City consider a vendor who does not have this feature?

A: The purpose of the timesheet function is to keep track of how much time staff spends on a permit or project. It does not need to include a payroll feature nor is it meant to be a full timesheet module in that sense. If there is an option to enter amount of time spent on a review, for example, that is sufficient at this time. The current system also allows the City to enter a fee for time spent on reviews. Although the City does not currently utilize this feature, it would be desirable for this to be available. The City may consider a vendor without the timesheet feature, but will not score as high as one that does.

Q: Has the City seen any demos in the last 90 days relating to this RFP?

A: Please see answers to similar question above.

Q: Is the ability to track and process bond payments a must-have for the City?

A: Yes, this is a critical feature.

Q: What would be an example of a subtype to a project type?

A: One example is for "Plat" as a project type, subtypes could include "Preliminary Plat" or "Final Plat."

Q: How many users will need access to the software? A user is defined as someone who will need to login and view, edit, create or update something in the system.

A: Please see answers to similar question above.

Q: Is there a desire from the city to provide a public access portal when contractors or applicants can apply for permits, licenses, etc online?

A: Yes. This is a must-have and was noted in the RFP.

Q: Does the City desire a way to process and track bond payments because the City incurs debt via bonds, or is this feature desired for an applicant (i.e. real estate developer) who would like to put a deposit down with the City?

A: The latter. The City will not use this system to track its own debt. This is for bonds related to roads and other infrastructure within developments.

Q: Can the City provide a use case for scheduling meetings with associated assignments?

A: One example is scheduling a Planning and Zoning Commission meeting. When such a meeting is scheduled, assignments for associated tasks such as posting the agenda, publishing the legal ad, writing a staff report, etc. must be assigned to various staff members.

Q: Integration with City's Enterprise GIS system and services, no linking—Can you clarify what you mean by “linking” to the GIS? Are there specific integration requirements that you would like to implement?

A: In reviewing this language with the GIS team, the term “linking” is likely an error. The intent of the integration would be that the vendor use a live connection with the City's GIS via services, as opposed to scripts or routines that copy and modify the data on a defined schedule. That would allow immediate interactions between GIS and the new software as opposed to periodic updates. We will specifically want features from GIS like parcels, addresses, etc to be available for selection in the new software, similar to TRAKiT. This prevents unnecessary data entry by staff and allows staff to select from GIS what they are creating a permit for, or other similar tasks.

Q: Inspection routing for all applicable modules—Does the city have access to a routable network that you would prefer to use? If not, does the city have a preference for an available routing services or dataset such as Google maps or ESRI?

A: City does not currently utilize a custom routing service. Google maps or ESRI would work, but City prefers Google maps.

Q: Compatibility with financial payment system—Is there a specific financial payment system in place for integration?

A: See answer to similar question above

Q: Ability to ‘link’ authorized users to license types—Does this requirement mean that when license applications are received, they should be routed to staff based on license type?

A: That is partially the case. It also means that a parent company with a license that also has employees, or authorized users, with licenses for projects such licenses would be linked to the parent company as well.

Q: We provide pricing by number of named users; can you please tell us the number of users who will be accessing the system? This number does not include the citizens, contractors, and business owners who will be accessing the online portal to submit applications, submit code complaints, etc.

A: See answer to similar questions above.

Q: The RFP mentions the requirement for Timesheet Management—can you please provide more details on this requirement?

A: See answer to similar question above.

Q: The RFP mentions compatibility with financial payment system—can you provide more details on this requirement? Are you asking for the daily reporting of payments and refunds, categorized by the City's GL codes? What is the City's financial system?

A: The financial system is Central Square Technologies. You are correct, that there needs to be a daily report of payments and refunds by GL codes.

Q: What is the City's current payment processor?

A: Per the Finance team, there are multiple processors and we are willing to discuss any proposed processor with potential vendors.

Q: The RFP mentions the need for Content delivery network on page 11—can you provide more details on this requirement?

A: This is in reference to data distribution such as Azure or Amazon, etc.

Q: What vendors has the City met within the past year?

A: Please see answers to similar questions above.

Q: On page 5, the City mentions a budget. What is the City's budget for this project?

A: Please see answers to similar questions above.

Q: Will the City consider electronic only proposals?

A: No, copies must be submitted in a sealed envelope but you can also provide a digital copy

Q: How many users will the City need for the system?

A: Please see answers to similar questions above.

Q: How many records (inspections, permits, applications, etc.) are processed per year?

A: Please see answers to similar questions above.

Q: How many years of data will need to be converted from the TRAKiT system?

A: TRAKiT data goes back to 2016. However, when TRAKiT was implemented, at that time we converted many years' worth of Permits Plus data into TRAKiT. That data needs to come forward as well into the new system.

Q: How much data is currently held in the TRAKiT system?

A: Please see answers to similar questions above.

Q: The City makes mention of references for both the implementation team as a whole (section 1) and the Project Manager (section 2). Will the City accept references if they apply to both the team and the project manager?

A: Yes

#### **Note \* Change of Dates**

Proposals due by February 25<sup>th</sup>, 2022

Review of proposals: Week of February 28<sup>th</sup>

Selected product demos: March 7-18

Selection of Vendor: April 18

Vendor's Name

Request for Proposal Number: **IF – 22-03**

Date: February 25, 2022

Time: 4:00 p.m.

Mailing Address

City of Idaho Falls

Purchasing Department

PO Box 50220

Idaho Falls, ID 83405

**OR**

Special Delivery

City of Idaho Falls

Purchasing Department

308 Constitution Way

Idaho Falls, ID 83402

Sincerely,

Purchasing

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

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

Receipt acknowledged and conditions agreed to 23 day of February, 2022

this Company POWER Engineers, Incorporated

By: 

Title Business Development Manager





# Memorandum

File #: 21-561

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Municipal Services

## Subject

Public Hearing for the Auction of Real Property

## Council Action Desired

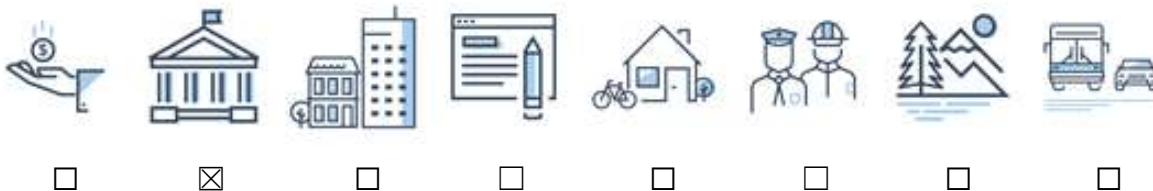
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Pursuant to Idaho Code 50-1402, Municipal Services and Idaho Falls Power request Council authorization for Mayor and Staff to take the actions necessary to conduct a public hearing to auction city-owned property (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power has determined 10-acres purchased for the river crossing for the Sugarmill to Paine Line, north of the upper power plant is no longer needed and recommends surplussing this property.

## Alignment with City & Department Planning Objectives



The auction of this property 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

Idaho Falls Power concurs with the recommendation to surplus this property.

## Fiscal Impact

Idaho Falls Power is recommending a minimum bid of \$400,000.

## Legal Review

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

# Memorandum

File #: 21-569

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Public Works

## Subject

Change Order 1 for Sludge Hauling Contract with Iron Horse Trucking

## Council Action Desired

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

Approval of the change order and authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached for consideration is a change order with Iron Horse Trucking regarding the sludge hauling contract for the Wastewater Division. The change order provides an extension of time from September 30, 2022 to November 30, 2022, increases the quantities for the sludge haul and introduces a fuel escalation clause for work completed after approval of the change order.

## Alignment with City & Department Planning Objectives



The change order supports the community-oriented result of environmental sustainability by supporting required actions to meet our wastewater discharge permit.

## Interdepartmental Coordination

All interdepartmental coordination required for this change order has taken place.

## Fiscal Impact

Sludge hauling is a standard line item included within the annual Wastewater Division's budget. The original contract for sludge hauling was for \$218,625.00 and the anticipated cost of implementing this change order is \$199,386.00. Sufficient funding and budget authority exist to process this change order.

**Legal Review**

The Legal Department has reviewed the change order.

CITY OF IDAHO FALLS  
ENGINEERING DEPARTMENT

**Contract Change Order**

Project: Sludge Haul  
Project No: P.O. # 106548 / Bid IF 22-10  
Date: **July 5, 2022**

Change Order No: **1**  
Page Number: **1**

**To: Iron Horse Trucking**

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract:

1.1 Adjust Schedule of Work reference in the minimum Specifications per the following:

Delete "terminate by September 30, 2022" and replace it with "terminate by November 30, 2022".

1.2 Increase the contract amount of biosolids haul from 125,000 kgal-mi to 239,000 kgal-mi at the contract bid price of \$1.749 per kgal-mi, for a net contract increase of \$199,386.00.

1.3 Include a fuel escalation surcharge per the following:

The City will consider progress estimate adjustments to applicable contract item costs as a payment to the Contractor or a credit to the City, when the indexes change, as defined for fuel. On the first Monday for each month, the Idaho Transportation Department will publish a current fuel index (CFI) based on the price of ultra-low sulfur, clear, diesel #2 fuel, as reported by Oil Price Information Services. CFIs are posted monthly at [Microsoft Word - fuel index.docx \(idaho.gov\)](#). The contract base fuel index (BFI) will be the last posted index amount preceding the bid opening date. A payment to the Contractor may be applied or a credit to the City may be deducted from monies due to the Contractor for each affected progress estimate.

A price adjustment will be made only when the CFI varies by more than 20 percent from the BFI and only for that portion of the variance in excess of 20 percent. Credits and payments are computed as follows:

The City will:

- a. Obtain the work quantity performed from the progress estimate for the work completed.
- b. Compute the fuel usage for each field by witnessing fuel consumption rates for the Contractors trucks to each field to be delivered.
- c. Sum the total fuel usage in gallons (Q) subject to surcharge/credit.
- d. Compute the fuel price adjustment (FPA) credit or payment using the following formulas:

Contractor payment if CFI is greater than 120% of BFI:

$$\text{FPA} = (\text{CFI} - 1.20 \text{ BFI}) * Q$$

City credit if CFI is less than 80% of BFI:

$$\text{FPA} = (\text{CFI} - 0.80 \text{ BFI}) * Q$$

Where:

FPA = Fuel price adjustment in dollars.

BFI = Base fuel index. CFI = Current fuel index.

Q = Total fuel gallons used for the progress estimate.

The City will determine the CFI's from individual progress payments where a fuel surcharge/credit is applicable and will calculate the FPA for the fuel usage.

Contract Time Adjustment: **61** Calendar Days  
New Contract Completion Date: **November 30, 2022**  
Contract Amount Prior to Change Order: **\$218,625.00**  
Total Estimated Increase in Contract Amount: **\$199,386.00**  
New Contract Amount: **\$418,011.00**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

**Contractor Acceptance**

By: Iron Horse Trucking 7-8-22  
Contractor Date  
By: [Signature] president LLC  
Signature Title

**Approved for City of Idaho Falls**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest, City Clerk

# Memorandum

File #: 21-562

City Council Meeting

**FROM:** Duane A Nelson; Fire Chief  
**DATE:** Wednesday, July 6, 2022  
**DEPARTMENT:** Fire Department

## Subject

Jefferson County Ambulance Service Agreement

## Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing

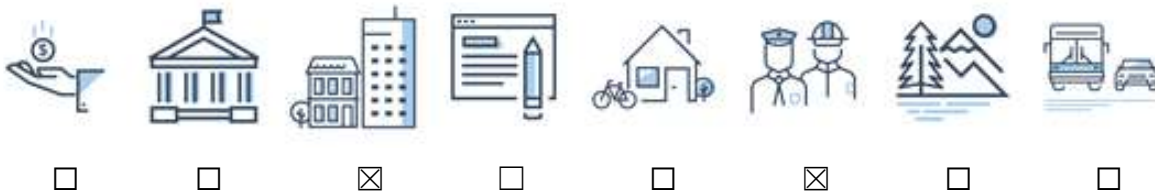
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of the Ambulance Service Agreement between the CITY and Jefferson County and give authorization for the Mayor and City Clerk to sign necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

This service agreement allows the Fire Department to continue to provide a proficient and cost-effective method of Emergency Medical Transport Services to the residents of Jefferson County.

## Alignment with City & Department Planning Objectives



The Ambulance Service Agreement supports community-oriented results through the collaboration of city and county governments to improve long-term planning coordination and the establishment of well-equipped emergency apparatus to respond to emergency situations.

## Interdepartmental Coordination

N/A

## Fiscal Impact

The City of Idaho Falls will receive Inter-government revenue through this Service Agreement to provide Ambulance Transport Services to the residents of Jefferson County. The agreement for 2022-2023 represents a 20% increase above last year's agreement and includes agreed upon amount of \$319,176.00.

**Legal Review**

Pursuant to the authority vested to the parties by Idaho Code Section 67-2332, legal has reviewed this agreement.

# AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND JEFFERSON COUNTY

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND Jefferson County, Idaho (hereinafter "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, (hereinafter "CITY") and JEFFERSON COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "JEFFERSON"), effective October 1, 2022, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and WHEREAS, Jefferson County (JEFFERSON) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, JEFFERSON has determined that, other than service provided by various cities and municipalities within Jefferson County and other agencies within Jefferson County, adequate ambulance services are not reasonably available to the inhabitants of Jefferson County, and, therefore, JEFFERSON wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of JEFFERSON by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or JEFFERSON regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain, and otherwise provide ambulance services to the residents and inhabitants of Jefferson County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to JEFFERSON upon request regarding the demand and use of ambulance services within Jefferson County and regarding the cost of providing such services pursuant to this Agreement.
2. Limitation. Nothing herein shall alter, amend, or otherwise relieve JEFFERSON from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners, or any other person for whom JEFFERSON has independent duty imposed by law to provide medical care. In the event such duty exists,

JEFFERSON shall pay CITY the rates and charges associated with providing such services, in accordance with the City of Idaho Falls Fee Schedule, attached hereto as Exhibit "A".

3. Term. The term of this Agreement shall commence on October 1, 2022, and shall terminate on September 30, 2023, unless otherwise extended by agreement between the parties.

4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, JEFFERSON agrees to pay CITY the sum of Three Hundred Nineteen Thousand One Hundred Seventy-Six dollars (\$319,176.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable after October 1, 2022, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by JEFFERSON pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to JEFFERSON.

5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.

6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment, and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to JEFFERSON for providing such real or personal property, equipment, and materials, except as expressly set forth in this Agreement.

7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges, and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to JEFFERSON pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount

of the monetary limits set forth in the Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to JEFFERSON pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof.
11. 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, Jefferson County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

[THIS SPACE LEFT INTENTIONALLY BLANK]

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

CITY OF IDAHO FALLS

COUNTY OF JEFFERSON

By \_\_\_\_\_  
Rebecca L. Noah Casper, Mayor  
City of Idaho Falls

By Scott Hancock  
Scott Hancock, Chair  
Board of County Commissioners

ATTEST:

ATTEST:

By \_\_\_\_\_  
Kathy Hampton, City Clerk

By Colleen C. Poole  
Colleen Poole, County Clerk

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 she is authorized to execute the same for and on behalf of said City.

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

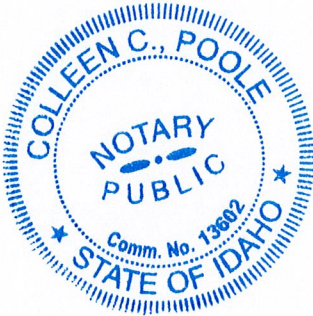
(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Jefferson                )

On this 20 day of June, 2022, before me, the undersigned, a notary public for Idaho, in and for said State, personally appeared Scott Hancock, known or identified to me to be the Chair of the Board of County Commissioners of Jefferson County, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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



(Seal)

Colleen C. Poole  
Notary Public for State of Idaho  
Residing at: Menard, Idaho  
My Commission Expires: 10/16/24

## Exhibit "A"

# 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

# Memorandum

**File #:** 21-563

**City Council Meeting**

**FROM:** Jayme Verish, C.M.  
**DATE:** Wednesday, July 6, 2022  
**DEPARTMENT:** Airport

## Subject

Approval of Professional Services Agreement with Pro-Tec Fire Services for Aircraft Rescue and Firefighting services at the Idaho Falls Regional Airport.

## Council Action Desired

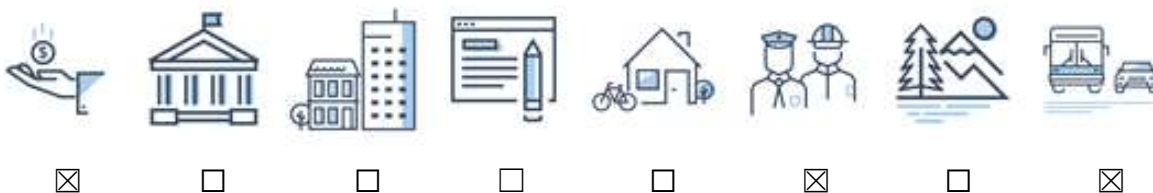
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Airport staff requests that the City Council approve Professional Services Agreement as attached for services to be provided by Pro-Tec Fire Services and give authorization for the Mayor to execute the agreement (or take other action as deemed appropriate).

## Description, Background Information & Purpose

The purpose of this professional services agreement is to obtain services and support for the Airport Rescue and Firefighting requirements as prescribed by the FAA. Pro-Tec Fire Service will be able to provide additional services and training to the Idaho Falls Regional Airport to ensure compliance with FAA regulatory requirements and the overall safe operation of the Airport.

## Alignment with City & Department Planning Objectives



The action supports community-oriented results including a well-managed Airport, fiscal responsibility, public safety, and excellent public transportation infrastructure.

## Interdepartmental Coordination

Airport has coordinated with Idaho Falls Fire Department for this request.  
 Municipal Services has reviewed this request.  
 Legal has reviewed the Professional Services Agreement.

**Fiscal Impact**

Approved in Airport operating budget.

**Legal Review**

Legal has reviewed this request.

**AGREEMENT FOR PROFESSIONAL SERVICES TO PERFORM AIRCRAFT  
RESCUE FIREFIGHTING SERVICES BETWEEN PRO-TEC FIRE  
SERVICES AND THE CITY OF IDAHO FALLS, IDAHO**

This AGREEMENT FOR PROFESSIONAL SERVICES TO PERFORM AIRCRAFT RESCUE FIREFIGHTING SERVICES BETWEEN PRO-TEC FIRE SERVICES AND THE CITY OF IDAHO FALLS, IDAHO (“AGREEMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (“CITY”), and Pro-Tec Fire Services, LTD., a Wisconsin Limited Company, whose address is 3433 West College Avenue, Appleton, Wisconsin 54915 (“CONTRACTOR”).

**W I T N E S S E T H:**

Whereas, CITY desires to accept a proposal to provide the Idaho Falls Regional Airport (“Airport”) professional Aircraft Rescue Firefighting Services; and

WHEREAS, CONTRACTOR has broad experience providing Aircraft Rescue Firefighting Services; and

WHEREAS, CITY wishes CONTRACTOR to complete the Scope of Work pursuant to this Agreement.

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**

**CONTRACTORS Responsibilities:**

CONTRACTOR shall provide to CITY Aircraft Rescue Firefighting Services (“ARFF”) for CITY’s Airport (Idaho Falls Regional Airport). CONTRACTOR shall provide all staffing required to maintain any time, every day ARFF service (24/7/365) and immediately respond to emergencies at the Airport. It is imperative that CONTRACTOR supply sufficient staffing levels meet the requirements set by the FAA and FAR Part 139 and to support all ARFF. Staffing shall include, at a minimum, the following:

- One (1) Fire Chief, working a 40-hour administrative work week
- Three (3) Captains each working a 24-hour shift
- Three (3) Firefighters each working a 24-hour shift

All staffing provided under this Agreement shall require, at a minimum, equivalent training to those required by Idaho State and CITY’s regulations as well as the standards established by the FAA.

As part of CONTRACTOR’s responsibilities, CONTRACTOR shall also provide its staff with all

necessary certifications and training that are required by FAR 139, including, but not limited to, an annual live-fire training. CONTRACTOR shall be responsible for all its own employee costs, including payroll taxes, unemployment insurance, and other benefit costs. CONTRACTOR shall provide its own employees with uniforms. CITY shall have the right to review and approve of all uniforms. CITY's approval shall not be unreasonably withheld.

CONTRACTOR shall also provide the following:

- An annual Airport Emergency Plan Review. This review shall include a Table-Top exercise training for all agencies included in the plan. CONTRACTOR shall document the training in a manner that is deemed acceptable by the FAA.
- Triennial and Table-Top Exercise Planning. CONTRACTOR shall plan, coordinate, and conduct all training exercises prescribed by Part 139 and the Airport Emergency Plan adopted by CITY.
- Airport Self-Inspection Program Compliance. CONTRACTOR shall conduct all airfield inspections required by Part 139.327. These inspections shall be documented by CONTRACTOR on the forms prescribed by the Airport Certification Manual. CONTRACTOR shall ensure that all its employees are trained and certified to perform these inspections on a minimum of an annual basis.
- Fuel Farm / Mobile Fueler Inspections. CONTRACTOR shall inspect fueling agents, fuel farms, and mobile refueler units that operate on the airport for compliance with Airport and FAA regulations, including FAR Part 139.321(d), as needed to ensure compliance with NFPA 407 or upon request by the Airport Administration.
- Notices to Airmen (NOTAMs). CONTRACTOR shall manage the airport's NOTAM program, in accordance with Part 139.339, using a flight service or an automated NOTAM system to post NOTAMs, as directed by Airport Administration.
- First Aid / CPR / AED Training. CONTRACTOR shall provide airport staff and tenants with CPR and First Aid training on an annual basis, including how to use an Automatic External Defibrillator (AED), making use of either American Heart Association or American Red Cross training materials. CONTRACTOR shall also provide CPR and First Aid training on a as-needed basis for new airport staff hires and new tenants. CONTRACTOR shall provide disaster preparedness training upon CITY's request.
- Community Emergency Response Team (CERT) Training. CONTRACTOR Shall facilitate and train airport and community volunteers on how to respond to emergencies on the airport and in the community upon request from Airport Administration.
- Local Area Community and Technical Colleges. CONTRACTOR shall use its best efforts to build CONTRACTOR's partnerships with local area higher education institutions, including, but not limited to, Eastern Idaho Community College. These partnership should

focus on teaching local students in Fire Science Technology programs about ARFF and high expansion foam systems.

- Weekly Automatic External Defibrillator Inspections. CONTRACTOR shall inspect all Automatic External Defibrillators (AED) in the Airport's terminal and Airport-owned facilities on a weekly basis. CONTRACTOR shall document all inspections in its daily activity log, as well as in the inspection documentation for the AED. In the event that CONTRACTOR identifies an AED that needs service or maintenance, CONTRACTOR shall report the issue to Airport Administration for immediate correction.
- Incident Command Training. CONTRACTOR shall conduct FEMA and State-approved Incident Command System training, including ICS 100,200, 300, 400, 700, 800 or additional ICS/NIMS courses as required or as would be required for Airport compliance with Incident Command System, for airport staff and tenants. CONTRACTOR shall ensure that all training will satisfy the Airport's obligations with the federal guidelines.
- Fire Prevention Inspection and Programs. CONTRACTOR shall conduct periodic fire prevention inspections at all airport facilities, noting any deficiencies, all of which will be reported to Airport Administration for correction. The frequency and depth of these inspections shall meet any applicable FAA recommendations or guidelines. In addition, CONTRACTOR shall conduct fire prevention programs for the airport staff and tenants throughout the year
- Fire Extinguisher Inspections. CONTRACTOR shall inspect all fire extinguishers at the airport monthly or as needed. CONTRACTOR shall either replace a faulty extinguisher with one provided by the airport or contact the fire extinguisher contractor directly to re-service the extinguisher. CONTRACTOR shall provide fire extinguisher training for airport staff and tenants, ensuring that all participants know how to operate a fire extinguisher safely and quickly. CONTRACTOR shall assist Airport in developing a fire extinguisher training burn trainer and securing outside funding by applying for grants or developing other sources of funding.
- Storm Water Pollution Prevention Program. CONTRACTOR shall assist in a Storm Water Pollution Prevention Program at Airport by inspecting stormwater retention ponds and drainage systems. If requested by CITY, CONTRACTOR shall take over responsibility for the Storm Water Pollution Prevention Program
- Grants. CONTRACTOR shall assist CITY in receiving and securing grants funds to purchase equipment. CONTRACTOR shall also, on its own efforts, research and discover grants that would promote airport operations, including ARFF operations.
- Wildlife Management. CONTRACTOR shall conduct wildlife assessments during daily airfield inspections. When directed by CITY, airport operations, or the traffic control tower CONTRACTOR shall take appropriate actions to respond to wildlife on the airfield, as outlined in the Wildlife Airport Management plan. CONTRACTOR shall create a plan to reduce the risk of wildlife coming into contact with aircraft.

- Public Relations. CONTRACTOR shall provide public relations for the airport, as it pertains to aircraft rescue firefighting. Public relations duties may include conducting general public tours, maintain membership with local firefighting organizations, providing courtesy fire prevention inspection for airport tenant operations, assisting with military and veteran organizations, participating in dignitary visits, and other public relations outreach as requested by CITY.

#### CITY's Responsibilities:

CITY shall provide the following:

- An Aircraft Rescue Firefighting Station

CITY shall provide and pay for all water, gas, sewer, and electrical utilities associated with the operation of the building. All other utility services shall be the responsibility of CONTRACTOR. CITY shall also provide and maintain all existing furniture and fixtures (stove/oven/refrigerator). CONTRACTOR shall provide all other items, supplies, or inventory necessary for the operation of the Fire Station.

CITY shall have all right and access to the station, including, utilization as an Emergency Operation Center, relocation of Air Traffic Control services, or for other emergency or temporary needs, as determined by the Airport Manager. The station shall be maintained in a neat and clean appearance and condition at all times. CONTRACTOR shall be responsible for the removal of weeds, debris, snow, and ice from the station. Any changes, alterations, or improvements shall be first submitted to the Airport Manager for written approval prior to the commencement of work. Nothing in this Agreement shall be deemed to create or convey CONTRACTOR a property or possessory interest in the station.

Contractor shall secure the station and control unauthorized access to the Air Operations Area at all times from the station.

CONTRACTOR shall also provide all station business and telecommunications equipment, which shall include, but is not limited to, telephones, fax machines, cell phones, internet connection, office supplies, office software, computers, furnishings, and Emergency Reporting Software. It shall be the responsibility of CONTRACTOR to maintain records of purchase or ownership of CONTRACTOR's equipment sufficient to identify CONTRACTOR's equipment. CONTRACTOR shall maintain an inventory sheet of CONTRACTOR's Equipment sufficient to maintain an accurate inventory of the same.

Upon expiration or termination of this Agreement, CONTRACTOR shall remove all CONTRACTOR owned property and return the station to its original condition.

- Personal Protective Equipment

CITY shall provide fire turnout gear sufficient to meet the minimum standards required by

FAR Part 139.

- Self-Contained Breathing Apparatus (“SCBA”)

CITY shall provide six (6) SCBA units. In addition, CITY shall also provide one (1) face piece per employee, as in order to meet NFPA fit testing standards. It shall be CONTRACTOR’s responsibility to provide daily inspections and to ensure all scheduled and preventive maintenance occurs. CONTRACTOR shall maintain accurate documentation for scheduled and preventive maintenance of all SCBA units. It shall be CONTRACTOR’s responsibility to pay for all repairs for items that are preventative or regularly scheduled maintenance or regularly scheduled replacement. CITY shall be responsible for all other maintenance, repair, or replacement.

- All Aircraft Rescue Firefighting vehicles

CITY shall provide and maintain all Aircraft Rescue Firefighting vehicles necessary to meet the current firefighting index established by 14 CFR part 139.315 through 139.319 applicable to the Airport. The current vehicles include (1) 2011 Oshkosh Primary Response Vehicle, and (2) a 1997 Oshkosh Backup Response Vehicle.

CITY shall also provide and maintain a fire command vehicle.

It is the expectation of the Parties that the vehicles provided under this Agreement are to be utilized for ARFF services at the airport, however, nothing in this Agreement shall prohibit CONTRACTOR from entering into mutual aid agreements, provided that the Airport Director shall approve all mutual aid agreements and the minimum ARFF standards established by FAA and FAR Part 139 are constantly maintained at the Airport.

In the event that any vehicle provided by CITY under this Agreement is used off of the Airport property, CONTRACTOR agrees to observe all the rules of the road established by Idaho Code Title 49, Chapter 6.

- All gear, tools, radios, and supplies that, in CITY’s determination, are reasonably required to meet FAR 139 compliance.

CITY shall also pay all related routine building, personal protective equipment, SCBA, and vehicle maintenance costs.

## **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 under this Agreement and as described in Section I, Scope of Work, shall be as follows:

- i. Year 1: a not to exceed amount of Six Hundred Ninety Five Thousand dollars (\$695,000.00).
- ii. Year 2: a not to exceed amount of Seven Hundred Nineteen Thousand Three Hundred and Twenty Five dollars (\$719,325.00).
- iii. Year 3: a not to exceed amount of Seven Hundred Forty Eight Thousand dollars (\$748,000.00).

Payment shall be payable upon Contractor's monthly invoice at 1/12 annual rate. CITY shall pay invoiced amounts within thirty (30) days.

**C. Term**

The term of this Agreement shall begin at the execution of this Agreement for a three (3) calendar year term. CITY shall have the option to renew this Agreement for two (2) consecutive three (3) year terms, upon the same terms and conditions herein. Such option extension(s) shall be exercised by delivering a written notice of CITY's intent to exercise such option extension(s) at least ninety (90) days prior to the expiration of the initial term or a successive term, as the case may be. In the event that such option extension is exercised, the Parties shall negotiate the fee for continuing services in good faith, all other terms of this Agreement shall be preserved unless adjusted by a mutual written agreement and in accordance with the terms of this Agreement.

**SECTION III:**

**A. Termination of Agreement.**

Either Party may terminate this AGREEMENT with sixty (60) days' written notice without cause and without further liability to either Party 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.

**B. 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. The Parties acknowledge and agree that this Agreement shall be contingent upon the availability and allocation of funds being made for this Contract. CITY reserves the right to cancel the contract at the end of each fiscal year if the Idaho Falls City Council does not budget sufficient funds to extend the contract.

In the event that the FAA or any other government agency modifies the requirements for ARFF services, the Parties may modify this Agreement.

C. Extent of Agreement.

This AGREEMENT may be amended only by written instrument signed by both Parties hereto.

D. CONTRACTOR'S Insurance.

In the performance of professional services, CONTRACTOR shall 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.

CONTRACTOR shall provide insurance on all CONTRACTOR's vehicles that may be used on or adjacent to the Airport boundaries or used pursuant to this Agreement in the amount of One Million Dollars (\$1,000,000) for each person for Bodily Injury Liability and One Million Dollars (\$1,000,000) for each accident. Property Damage Liability shall also be covered in the amount of One Million Dollars (\$1,000,000) per accident. CONTRACTOR shall also furnish Comprehensive Coverage and Collision on any and all CONTRACTOR vehicles.

CITY shall provide insurance on CITY-owned vehicles, including ARFF vehicles.

CONTRACTOR shall maintain a General Liability for Bodily Injury and Property Damage Insurance to the extent of Five Million Dollars (\$5,000,000) of Bodily Injury Liability to each person and Five Million Dollars (\$5,000,000) for each accident. Property Liability requirements shall be Five Million Dollars (\$5,000,000) aggregate.

For all insurances required under this Agreement, CONTRACTOR shall deliver certificates to show CITY, its officials, officers, employees and agents as additional named insured and with an endorsement prohibiting cancellation without providing thirty (30) calendar days written notice to CITY.

CONTRACTOR shall also furnish Workmen's Compensation as required by the laws of the State of Idaho covering all persons employed by CONTRACTOR in the performance of this Agreement.

E. 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 sole negligence.

F. Costs and Attorney Fees.

In the event either Party incurs legal expenses to enforce the terms and conditions of this AGREEMENT, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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, the Parties hereto have executed the foregoing AGREEMENT as indicated above.

ATTEST:

“CITY”  
City of Idaho Falls, Idaho

By \_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

“CONTRACTOR”

By \_\_\_\_\_

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, a 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 \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ for \_\_\_\_\_, 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 \_\_\_\_\_.

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: \_\_\_\_\_

# Memorandum

File #: 21-565

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East.

## Council Action Desired

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

1. Approve the Ordinance annexing 43.968 acres of the East ½ of the Southeast ¼ of Section 7, 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 43.968 acres of the East ½ of the Southeast ¼ of Section 7, 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 HC, Highway Commercial and LC, Limited Commercial with Airport Overlay Controlled Development Zones which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and voted to recommended approval of the annexation with an initial zoning of HC and LC with Airport Overlay Controlled Development Zones. 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**

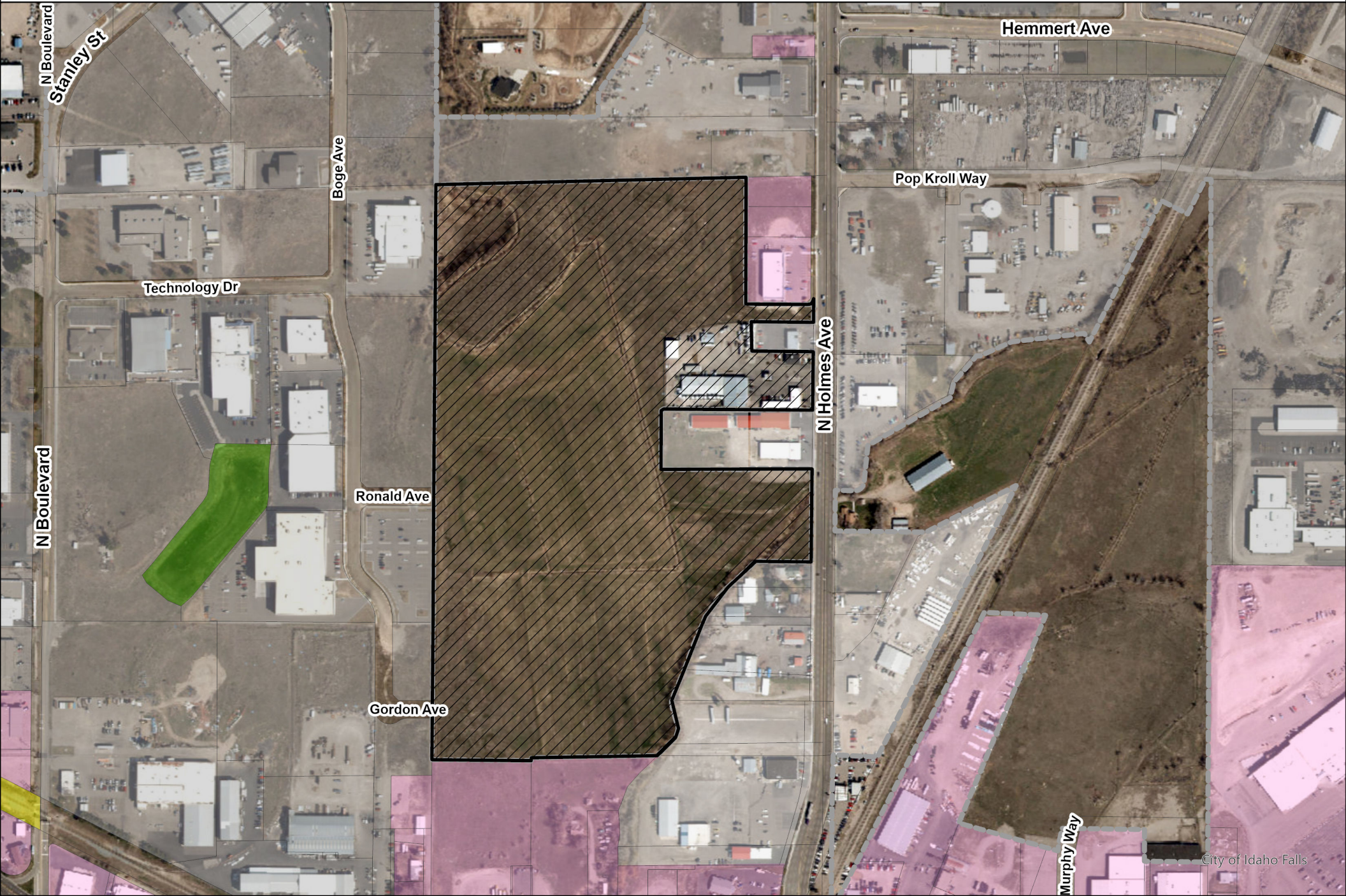
NA

**Legal Review**

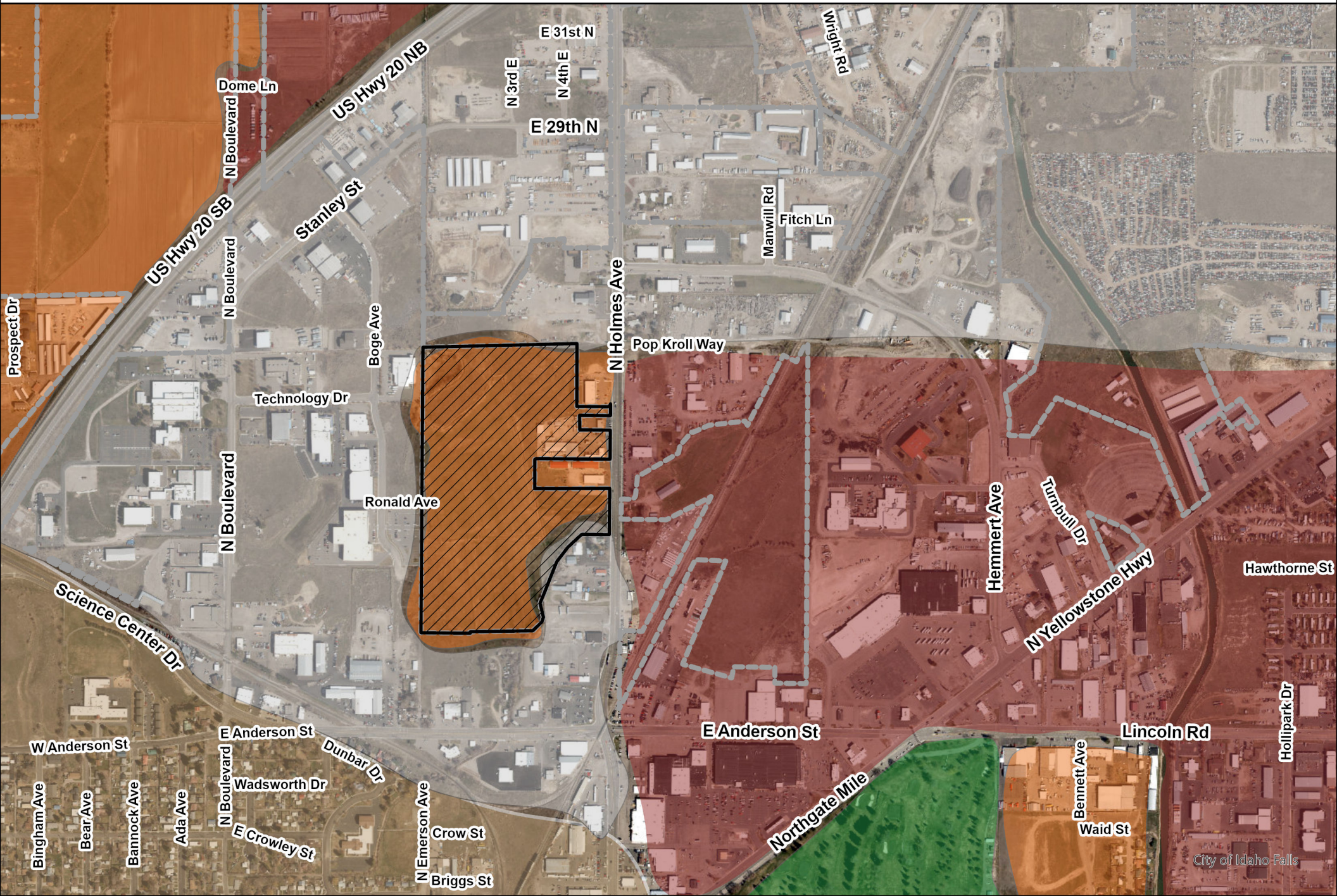
This application and ordinance have been reviewed by Legal pursuant to applicable law.



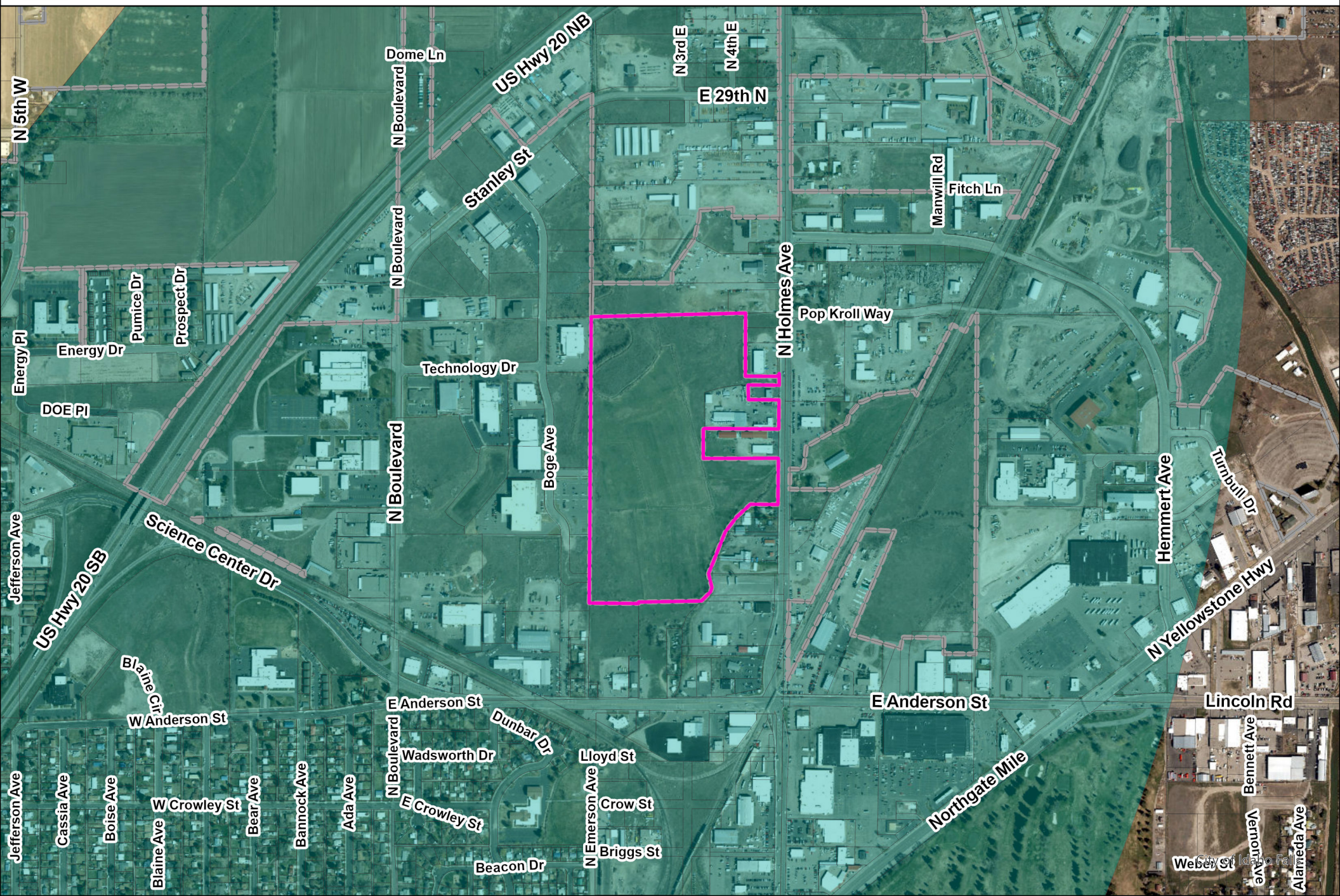
RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P



- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



- |   |   |  |
|---|---|--|
|  Approach Surface       |  Controlled Development Approach Surface |  Limited Development Approach Surface |
|  Controlled Development |  Limited Development                     |  No Development                       |



**STAFF REPORT**  
**Annexation and Initial Zoning of LC and HC with Airport Overlay**  
**Controlled Development**  
**East 1/2 of the SE 1/4, of Section 7, T 2N, R 38E (Approx. 43.978 acres)**  
**July 14, 2022**



Community  
Development  
Services

**Applicant:** Kurt Roland

**Project Manager:** Anas Almassrahy

**Location:** North of E Anderson St, east of Boge Ave, south of E 29th N, west of N Holmes Ave

**Size:** 43.978 acres

**Zoning:**  
Existing: County AG  
North: Industrial and Manufacturing  
South: Highway Commercial, Light Manufacturing  
East: Light Manufacturing, Highway Commercial  
West: Industrial and Manufacturing

**Proposed Zoning:** HC and LC

**Existing Land Uses:**  
Site: AG  
North: Industrial  
South: Industrial  
East: Industrial  
West: Industrial

**Future Land Use Map:**  
General Urban

**Attachments:**

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

**Requested Action:** To **approve** the annexation and initial zoning of LC, Limited Commercial, and HC, Highway Commercial, with Airport Overlay Controlled Development Zones to the Mayor and City Council.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of LC and HC as it is consistent with the policies of the Comprehensive Plan.

**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 the city limit on the north, south, west, and east sides. Annexation of the property is consistent with the City’s Comprehensive Plan. City utilities are present in the immediate area to provide services to this property.

**Initial Zoning:** The proposed zones are LC, Limited Commercial, and HC, Highway Commercial. The Comprehensive Plan identifies this area as General Urban. The Comprehensive Plan identifies the area East of this property as Mixed Use Centers and Corridors and the area to the West and North of this property as Industrial.

This property is currently zoned AG in the County, which is a primary Agriculture zone, but is surrounded by mix of zones as follow:

- North: Industrial and Manufacturing
- South: Highway Commercial, Light Manufacturing
- East: Light Manufacturing, Highway Commercial
- West: Industrial and Manufacturing

**Staff Comments:** The proposed zones are LC, Limited Commercial, and HC, Highway Commercial. Attached is a Rezone Map that presents where each of those proposed zones will be located. Parcel 1(1.095 acres) and Parcel 2 (3.802) are proposed as HC. Parcel 3 (45.458 acres) is proposed as LC.

LC Limited Commercial 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.

Continued Next Page

HC Highway and General Commercial Zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the city.

This parcel is within proximity to the intersection of two arterial streets, E Anderson St. and N Holmes Ave. Arterial streets are intended to carry high volumes of traffic and connect with areas that provide daily services.

The ImagineIF Comprehensive Plan identifies this area as being within the General Urban transect. This transect denotes residential areas with a mix of commercial and service areas convenient to residents. Existing service areas are further away at Lincoln Rd./ Anderson St. and Holmes or along N Yellowstone

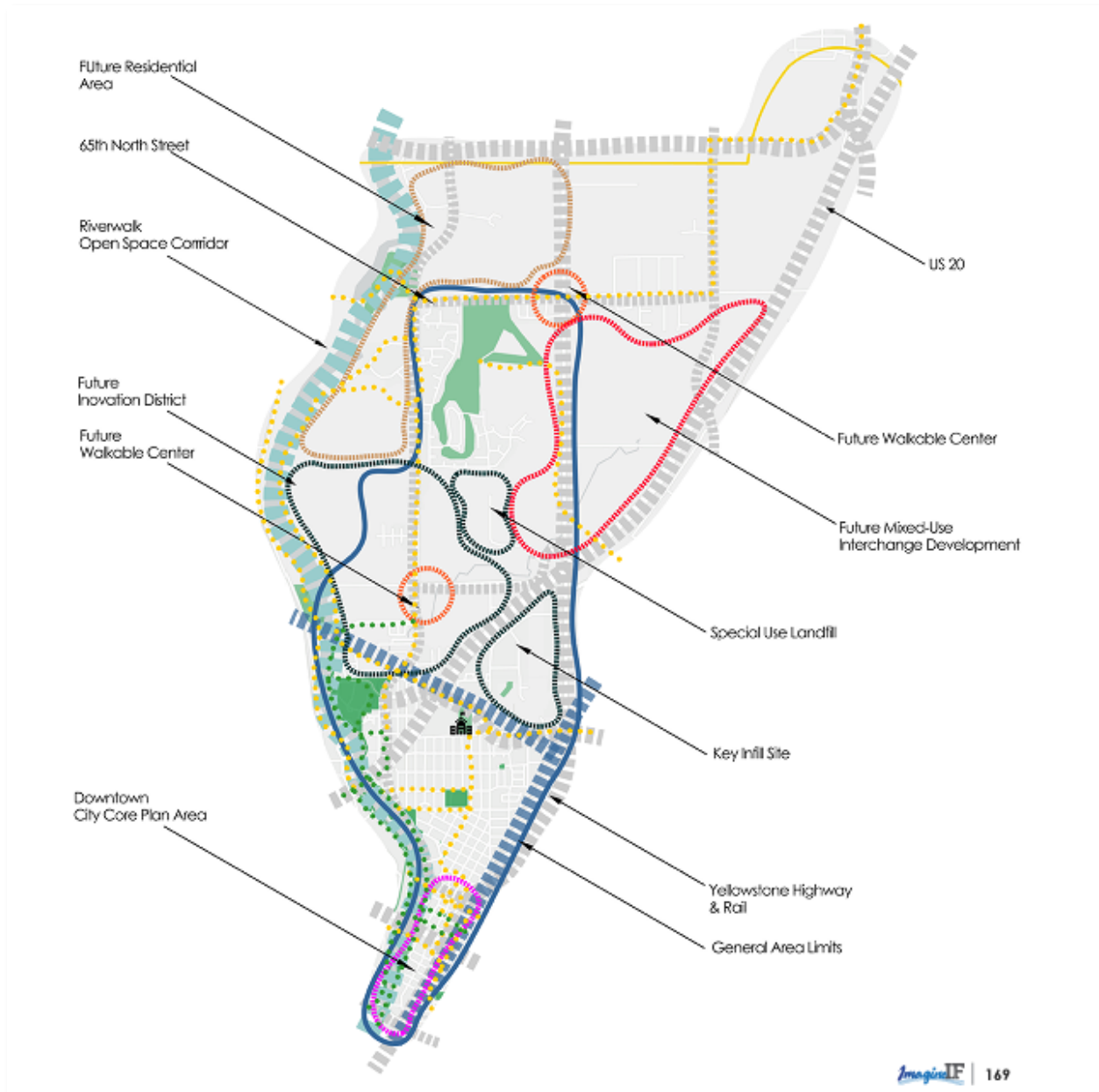


Figure 1 Area 4 Analysis Map (Lynch Analysis)

Highway. The Comprehensive Plan calls out this area as a key infill site and adjacent areas as a future mixed used interchange development at N 5th E and US Highway 20 NB, and key redevelopment area.

Portions of these areas, already within the city, have zoning in place that would allow for future commercial areas that would provide convenient access to daily services. These areas are included in the General Urban Transect because of their proximity to major roadways and the potential for the properties to develop or redevelop.

This parcel is part of the Area 4 identified in the Comprehensive Plan. The plan describes Area 4 as being largely broad and diverse. Area 4 residents noted the need for more diversified housing and indicated they would like to have more walkable neighborhoods to actual destinations but struggled to see where that might fit within their neighborhood. The General Urban Transect identifies areas where these changes in land use are appropriate. The plan describes the need for every neighborhood to experience change, but not radical change. The introduction of an LC and HC Zone in this area would represent the incremental change.

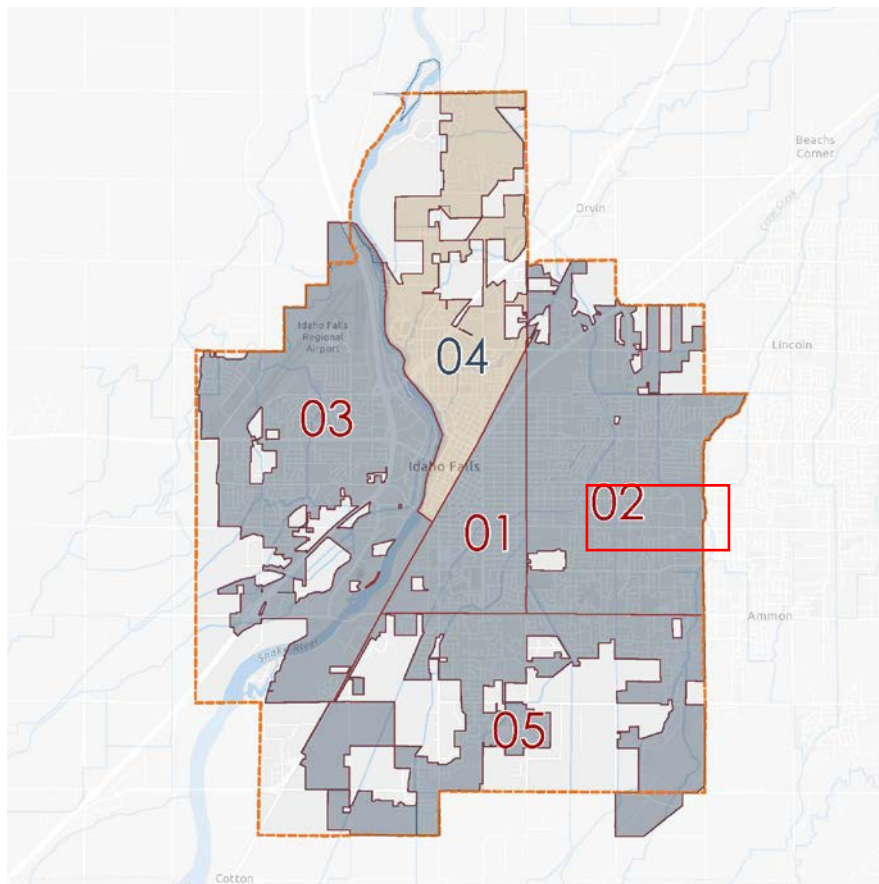


Figure 2 Area 4

### Comprehensive Plan Policies:

#### Challenges to Growth (p.56-58):

The cost of maintaining infrastructure, limited natural resources and overall capacity to provide all City services and utilities are immediate issues facing the Idaho Falls area. These all have related land use

implications and various growth patterns have consequences. A city's growth policies can lead to sprawling boundaries with more maintenance and service needs than funds available to meet them, overcrowded areas with too little open space, or some balance between the two.

The consumption of land does not in itself speak at all to the resource commitment in streets, utilities, parks and open space, water, sewer, power and emergency services needed to maintain and service it. The Imagine IF policies recommended in this plan attempt to reverse this trend, especially in light of higher-than average population growth rates for the area. Even prior to the Imagine IF initiative, the City made strides to focus on "infill development" (i.e., utilizing undeveloped lands within the City rather than expanding the city's Boundaries). These efforts are working. From 2010 to 2020, the population grew by 14% while the City's boundaries grew by only 15%, compared to 30% in the previous decade.

Idaho Falls must understand the long-term consequences of its land use decisions. It cannot continue to have policies which are overly favorable to large-lot subdivisions requiring new roads and increased city boundaries instead of more compact development that better utilizes existing infrastructure. Being intentional about growth decisions and cognizant of the financial impacts is a protection against high tax growth and the City's capacity to efficiently and effectively serve its citizens.

#### **Managing Change (p. 58-59):**

Although the City needs to rethink how it grows and develops, it must also be cognizant of how change can cause concerns in existing neighborhoods. That is not to say that neighborhoods should never expect to experience changes. Strong Towns, a non-profit planning organization, describes the balance in these terms:

1. No neighborhood can be exempt from change.
2. No neighborhood should experience sudden, radical change.

The policies and actions in this plan are intended to strike this balance. In each area and throughout the city, residents also participated in the planning process they recognized the need for improvements and saw the challenges the city is facing. Each neighborhood has its own challenges and opportunities to be part of the solutions.

Degrees of change:

1. Maintain: Smaller, more incremental changes, mostly reinforcing the existing scale of an area.
2. Evolve: Opportunities for small-to medium-sized public and private investments or projects. Minor changes in scale. Opportunity sites should be targeted.
3. Transform: Opportunities for larger scale changes, such as a significant increase in scale and possible mix of uses. The changes are more likely to be widespread and not on focused sites.

Each of these degrees of change can be found in the Imagine IF plan. Whether it is City-wide code changes, identifying potential walkable centers and redevelopment sites, or thinking about adding benches along pedestrian routes, change is recommended in a variety of ways. The changes are not radical, abrupt changes to Idaho Falls' character. Rather, most are small, incremental changes designed to bring about the vision described by the community during the planning process.

#### **Urban Transects (p.60-61):**

Visualizing and Planning for Land Uses and Service Levels Idaho Falls provides a wide variety of services and infrastructure for its residents, property owners and business community. Services such as water, sewer, power, fiber optics, streets, pathways, parks and recreation centers, police, fire, trash removal, library and transit are all examples of amenities provided and funded through the City government. Because land uses, activity levels and service demands vary across the City, not every part of the City has the same access to the same services. To be fiscally responsible, cities allocate such infrastructure according to how fully it is needed and how likely to be used, based on present and

potential future land uses. By examining an area's current or anticipated use, it is possible to classify the area's level of need for services. Transect designations are applied to the land use map in broad generalized areas and attempting to capture existing patterns and reflect anticipated development patterns.

It is important to understand what the (Comprehensive Plan Land Use) map is and what it is not. The map is general in nature. It is aspirational and not an exact reflection of what will happen in the future. It is also broad and will not fit every situation that may arise as development occurs. When citizens, developers, planners, elected officials and others are looking to answer, "what is expected to happen here?" the map is an aid, not a blueprint. The map in this plan is also not the same as a zoning map. It does not establish development rights. It does not follow property lines. The map guides zoning and development decisions but does not control them.



#### 5. General Urban

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

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

#### **City-Wide Community Health (p.77-78):**

As the City experiences growth, the health of a community becomes an ever-increasing concern. Access to affordable housing in safe neighborhoods, making sure transportation needs are met and daily services such as healthy foods and employment are accessible to all populations play a role in community health.

Good planning can help shape the built environment to provide healthier living conditions, filling in gaps that market conditions don't solve on their own.

Many residents emphasized community health themes in our public outreach efforts, citing the need for improved bike and pedestrian paths, more green spaces, neighborhood trees and better lighting, as well as increasing connectivity within the city to address access to daily services as ways to increase physical activity and better health. Residents also talked about the need to ensure neighborhoods are safe and housing is livable. They expressed concern that the rapid rise of housing cost and the difficulty to secure housing has become a barrier to achieving these goals due to high rates of cost burdened residents with limited funds to maintain properties. Residents also worried that with rapid growth the City's infrastructure (i.e., roads, sidewalks, pathways) with demands would not keep up.

**City-Wide Housing (p.85-87):** Having affordable housing is a desire of residents in Idaho Falls and being able to supply housing to our growing City is a critically important aspect to focus on.

Many housing challenges face Idaho Falls residents. From younger generations and low to moderate income families who have many barriers entering the housing market with the rapid increase of housing costs and slow growth in wages to the older generations who continue to retire and downsize, but with a lack of housing alternatives such as senior living or smaller units. Worry about housing costs rising faster than incomes and certain populations in the City being unable to secure affordable housing is a concern acknowledged by the City, with the understanding that more focus needs to be on making smart planning decisions to better support housing options.

In the past, the pattern has been to spread out as a city grows. While this is a normal growth pattern for many communities, it is also costly in terms of providing services to an ever-expanding geography and it consumes valuable land, which is a non-renewable resource.

Such urban sprawl inherently reduces the natural resources and amenities surrounding the City; resources and amenities which are valued by our citizens and the reason many people are drawn to move to our region. These growth patterns must shift inward to create housing choices that interact with the established environment, creating nodes of development that harmonize housing and the services that surround it.

To address this issue, many of the action policies of Imagine IF promote housing patterns that bring diversity and fills the middle ground. Missing Middle Housing units such as triplexes, duplexes, bungalow courts and courtyard apartments bring housing that can fulfill the needs of different populations and they can help create more pockets of mixed residential and commercial development, which lessens the community's dependency on cars and instead fosters more walkable and rideable centers for people to live, work and have more direct and easy access to daily services. Many residents, when asked about housing, recognized the need for housing that was more aligned with bringing in diversified housing types to support growth.

Although the City's goal is to increase and diversify the housing stock, there are places where residential is not an appropriate land use, even if the plan map may indicate that it could be. When considering requests for zones which allow housing, the City will consider issues recommended by the Department of Housing and Urban Development. These include a close examination of the site and surrounding land uses to identify environmental issues and other land uses which may be incompatible with residential uses.

**Table 4.2 City Wide Housing (pg. 89):**

Issue 1: Affordability and Availability

Objective C: Focus on Infill

Action 3: For infill and redevelopment, require connection or appropriate integration with existing development such as pathways or roads.

Action 4: Explore flexible zoning and building code options for rehabilitation, redevelopment, and infill projects.

**Table 5.10 Area 4 Community Health (pg. 173)**

Issue: Connectivity and Access to Daily Services

Objective A: Improve Connectivity

Action 2: Create connecting paths to the areas of the north for more mobility to the central part of town.

Objective B: Increase Availability of Daily Goods and Services

Action 1: Focus on 65th North and 5th East to be an area of expansion that includes Walkable Center principles such as additional housing in a walkable context, daily goods

and services, and proper multi-modal infrastructure

**Table 5.11 Area 4 Housing (pg. 177)**

Issue 2: Affordability and Availability

Objective A: Diversify Housing Stock

Action 1: Modify zoning in north area to allow more housing types, especially at major intersections and along major roads.

**Housing (pg. 192):**

A neighborhood meeting conducted for this area revealed the residents in Area 5 prefer new homes in a new subdivision with large yards, distance between neighbors, nice landscaping and aesthetics and good schools when selecting a home. There are agricultural tracts of land scattered throughout the area, most of which are outside of City limits. In an area meeting, residents mostly felt positive about housing in the area, though most also noted they felt housing was not affordable in the area. There were significant concerns regarding increasing property taxes, overcrowded schools, housing affordability, lack of diverse housing types and Fire Department coverage. When asked about the ability to incorporate different types of housing, residents in this area were split in responses. Many voiced that different types of housing were not something they felt would fit into the neighborhood and others wanted to see more diverse housing options in the area.

For housing types, residents in the area meeting showed support of some types of housing diversity such as townhomes, twin homes and accessory dwelling units. Residents struggled to see other types of housing examples, including apartments or bungalow courts, in their area. As the area grows and looks to the future, housing types will change but the goal for this area is to incorporate diverse housing that fits the scale of these neighborhoods.

**Transportation and Connectivity (pg. 196):**

This area is not near daily services, so residents must drive to meet daily needs. Area roads are also a mix of City and County roads. This change in jurisdiction has created a patchwork road network from wider City streets with sidewalks to narrow rural street sections with no pedestrian facilities. This highlights the connectivity issues the residents identified in the area.

Another way to connect areas with each other is the creation and designation of walkable centers. Walkable centers provide amenities such as shopping, services, food, employment and entertainment. Participants indicated that Area 5 does not have any designated walkable center. Some residents liked the idea of identifying and creating walkable centers but were unsure where they could be located since most of the development only includes residential uses. Helping neighborhoods identify and create walkable centers is a plan goal and allows residents to have access to services and decrease vehicle trips.

**Northgate-1st Street Area Wide Planning Study:**

**Market Opportunities Summary.** The Area Wide Plan process also included a market report to examine near- and long-term market opportunities and constraints for the focus area (and the greater Idaho Falls region). The following summarizes the key market opportunities for commercial and residential uses in the focus area.

Commercial Market (related to the Focus Area)

- Since 2009, the city permitted six new construction projects and ~30 adaptive reuse projects.
- Population and employment forecasts suggest the focus area needs 41.3 acres to support future demand – the focus area has the potential to absorb a portion of the City’s future growth.
- Redevelopment and adaptive reuse projects will be vital to meeting the future demand as most of the focus area is built out with little vacant land to accommodate growth.

Residential Market (related to the Focus Area)

- Approximately 27% of the households in the focus area are cost burdened (these are households paying 30% or more of their monthly incomes towards housing); whereas 23% of the households in the city are cost burdened.
- The median gross rent in the focus area is \$685-\$695 per month compared to \$748 per month in the city as a whole. There is a need to create additional housing that is well-priced and financially obtainable to current and future populations.
- There is a projected demand for 197 new housing units in the focus area – this considered future population and existing housing units that may need to be replaced due to age and condition.
- The focus area needs a variety of housing units to accommodate household types and their associated incomes. Given the demographics and considering the land availability in the focus area, future housing is forecasted to be mostly apartments/multi-family. The projected future housing will be distributed as the following types: Single-Family 10%; Duplex 15%; Apartment/Other Attached 75%

**Market Forecast Summary.** Based on the market study findings, the project team used population, employment, and housing forecasts to model the demand for residential and commercial land in the focus area. Those development forecasts were then compared to an analysis of vacant land that currently exists within the focus area to determine whether there is adequate vacant land and properties to accommodate projected demand. For purposes of this study, vacant land is defined as sites that do not have a

Page 5 of 5

tenant/occupant and/or do not have any habitable structures. In summary, the focus area will have a shortage of vacant land to accommodate future demand within the next 20 year – thus, redevelopment and adaptive reuse projects will be vital to accommodating future population in and around the focus area.

#### **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.

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the city.

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

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
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				

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

April 19, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Brent Dixon, Joanne Denney, Margaret Wimborne (via Webex), Arnold Cantu (via Webex) George Morrison (via Webex)

**MEMBERS ABSENT:** Lindsey Romankiw

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Brian Stevens, Naysha Foster, Anas Almassrahy and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m. (Technical difficulties)

**CHANGES TO AGENDA:** None.

Commissioner Morrison asked to speak about misinformation that was published in the Post Register about the Commission operating quietly in the night, implying that they are doing something secretive. Morrison takes exception to that comment. Morrison stated that they do meet in the night – at 7:00 p.m. so public has time to get home from work and then come to the meeting. Morrison stated that they conform to the open meeting rules, and they are not doing anything secretive. Morrison IS NOT QUIET ... HE IS YELLING.

**MINUTES:** None.

**Public Hearing(s):**

**4. ANNEX 22-005: ANNEXATION AND INITIAL ZONING OF HC AND LC.**

Denney opened the public hearing.

**Applicant: Kurt Rolland, 1331 Fremont Ave, Idaho Falls, Idaho.** Rolland is representing the developers (Fitzgerald's). Rolland stated that the property is approximately 44 acres, and they are asking to have this annexed into the City with HC and LC for the property. Rolland stated that this came before the Commission about a year ago, and never went to City Council. Rolland stated that at that time they were trying to get LC on most of the property, but they do want some HC on the property along the North Holmes. Rolland showed on the map where they are asking for LC for the majority and HC for two parcels. Rolland stated that to the west of the property is Boge Ave, and that is an industrial park. Rolland stated that N. Holmes has commercial to the north and south is HC.

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

Dixon asked for a reminder of what controlled development means for Airport Overlay Zone.

Beutler stated that there wouldn't be any restrictions in this area for use. Dixon stated that this is the lowest level of restriction.

Dixon stated that this is the one area in the City where we have manufacturing. Dixon stated that if you look at what is developed in the purple area to the right, which is all some combination of manufacturing or commercial. Dixon asked why they would want to insert LC in this area.

Dixon stated that finding an area in the City for manufacturing was difficult and he doesn't think its right to put something else in the middle.

Almassrahy showed drone footage from the developer, and showed it is a large area, and is away from the adjacent uses. Almassrahy stated that this property is next to N. Holmes which is a major access. Almassrahy stated that it is surrounded by industrial, but it has access and close proximity to other designations within the City and it is not far from downtown. Almassrahy stated that they need industrial in town, but with the housing demand that the City faces this area is fit for what the proposed development will bring.

Dixon stated that the description for LC provides a commercial zone for retail and service uses, which supply the daily household needs of the City's residence, and this zone is usually located on major streets contiguous to residential uses. This is contiguous to industrial uses, not residential uses. Almassrahy stated that with the housing demand and the close proximity to Anderson and N. Holmes, he doesn't see an issue of allowing this use here.

**No one appeared in support or opposition.**

Denney closed the public hearing.

**Cantu moved to recommend to the Mayor and City Council approval of the Annexation of 43.978 acres in the East ½ of the SE ¼ of Section 7, T 2N, R 38 E, with initial zoning of HC and LC with Airport Overlay Controlled Development, Wimborne seconded the motion. Denney called for roll call vote: Dixon, no; Cantu, yes; Morrison, yes; Wimborne, yes. The motion passed 3-1.**

Dixon opposed the motion because he feels that manufacturing is important for the City and they shouldn't give up the core of the manufacturing zone to LC which can be done all over the City, especially because LC is to be located next to residential uses, and there is no residential use. Dixon added that if residential was developed in the middle of an industrial area, which is a disservice to the people that would live there. Dixon stated that the existing land uses are all Industrial.

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION OF APPROXIMATELY 43.968 ACRES NORTH OF E ANDERSON ST, EAST OF BOGE AVE, SOUTH OF E 29<sup>TH</sup> N, WEST OF NORTH HOLMES AVE**

**WHEREAS**, the applicant filed an application for annexation on February 23, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 19, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 14, 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 43.968 acres generally located North of E Anderson St, East of Boge Ave, South of E 29th N, west of North Holmes Ave.
3. This property is within the City's area of impact and is contiguous on all fronts.
4. City utilities are present in the immediate area to provide services to this property.
5. The Comprehensive Plan designates this area as General Urban.
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

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Rebecca L. Noah Casper - Mayor

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 43.968 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, the 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 43.968 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)

BEGINNING AT A POINT THAT IS S.88°37'29"W. ALONG THE EAST-WEST CENTER SECTION LINE 274.90 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013; THENCE ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013 THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°22'05"W. 305.47 FEET; (2) THENCE S.00°22'03"E. 126.17 FEET; (3) THENCE S.89°37'55"E. 211.04 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD BEARING N.45°14'32"E. 28.35 FEET; (4) THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°16'00" TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289, SAID POINT BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 118381.36 AND A CHORD BEARING S.00°26'56"W. 80.10 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 80.10 FEET THROUGH A CENTRAL ANGLE OF 00°02'20"; THENCE N.89°38'03"W. CONTINUING ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 A DISTANCE OF 208.88 FEET TO A POINT OF A CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING S.79°42'16"W. 305.27 FEET; THENCE TO THE LEFT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25"; THENCE S.00°21'59"W. 243.39 FEET TO SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289; THENCE ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SEVEN (7) COURSES: (1) THENCE S.55°01'25"W. 9.50 FEET; (2) THENCE S.00°07'40"W. 199.87 FEET; (3) THENCE S.89°49'08"E. 299.87 FEET; (4) THENCE N.58°35'58"E. 8.28 FEET; (5) THENCE S.89°35'12"E. 207.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE; (6) THENCE S.00°34'51"W. ALONG SAID WEST RIGHT-OF-WAY LINE 315.97 FEET; (7) THENCE N.89°38'01"W. 188.07 FEET TO THE CENTERLINE OF WILLOW CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE OF WILLOW CREEK AND THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SIX (6) COURSES: (1) THENCE S.47°15'17"W. 128.76 FEET; (2) THENCE S.37°36'04"W. 125.60 FEET; (3) THENCE S.23°02'58"W. 104.39 FEET; (4) THENCE S.20°24'27"W. 103.51 FEET; (5) THENCE S.23°22'07"W. 77.81 FEET; (6) THENCE S.18°59'47"W. 23.04 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010; THENCE SOUTHERLY ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010 AND SAID CENTERLINE OF WILLOW CREEK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.07°01'30"W. 7.19 FEET; (2) THENCE S.09°26'23"E. 29.42 FEET; (3) THENCE S.17°25'36"E. 63.26 FEET; (4) THENCE S.18°12'07"W. 31.88 FEET; (5) THENCE S.45°07'20"W. 87.01 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481; THENCE WESTERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481 THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°16'19"W. 440.46 FEET; (2) THENCE S.00°43'41"E. 9.85 FEET; (3) THENCE N.89°43'39"W. 327.03 FEET TO THE EAST BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209; THENCE N.00°24'46"E. ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209 A DISTANCE OF 1957.93 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219; THENCE N.88°37'29"E. ALONG SAID SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219 A DISTANCE OF 1055.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.968 ACRES.

Submitted By:

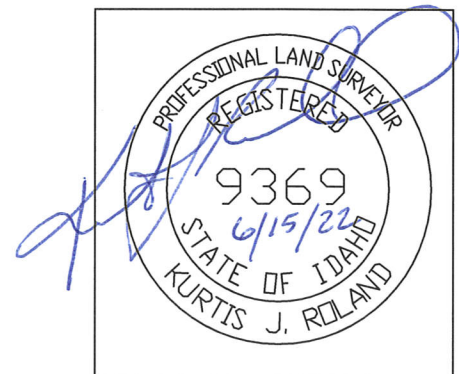
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Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

Overall Document Page Range \_\_\_\_ of \_\_\_\_



ORIGINAL

FOUND ITD BRASS CAP NORTHEAST CORNER  
SECTION 7 TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1598059

N00°07'48"W 2631.37'  
SECTION LINE - BASIS OF BEARING

FOUND ITD BRASS CAP EAST 1/4 CORNER SECTION 7  
TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1598057

S0°21'59"W 2631.96' (M)  
S0°21'34"W 2631.75' (R)  
SECTION LINE - BASIS OF BEARING

## ANNEXATION ORDINANCE #

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
A PARCEL OF LAND BEING SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7,  
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

BEGINNING AT A POINT THAT IS S.88°37'29"W. ALONG THE EAST-WEST CENTER SECTION LINE 274.90 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013; THENCE ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013 THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°22'05"W. 305.47 FEET; (2) THENCE S.00°22'03"E. 126.17 FEET; (3) THENCE S.89°37'55"E. 211.04 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD BEARING N.45°14'32"E. 28.35 FEET; (4) THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°16'00" TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289, SAID POINT BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 118381.36 AND A CHORD BEARING S.00°26'56"W. 80.10 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 80.10 FEET THROUGH A CENTRAL ANGLE OF 00°02'20"; THENCE N.89°38'03"W. CONTINUING ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 A DISTANCE OF 208.88 FEET TO A POINT OF A CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING S.79°42'16"W. 305.27 FEET; THENCE TO THE LEFT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25"; THENCE S.00°21'59"W. 243.39 FEET TO SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289; THENCE ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SEVEN (7) COURSES: (1) THENCE S.55°01'25"W. 9.50 FEET; (2) THENCE S.00°07'40"W. 199.87 FEET; (3) THENCE S.89°49'08"E. 299.87 FEET; (4) THENCE N.58°35'58"E. 8.28 FEET; (5) THENCE S.89°35'12"E. 207.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE; (6) THENCE S.00°34'51"W. ALONG SAID WEST RIGHT-OF-WAY LINE 315.97 FEET; (7) THENCE N.89°38'01"W. 188.07 FEET TO THE CENTERLINE OF WILLOW CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE OF WILLOW CREEK AND THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SIX (6) COURSES: (1) THENCE S.47°15'17"W. 128.76 FEET; (2) THENCE S.37°36'04"W. 125.60 FEET; (3) THENCE S.23°02'58"W. 104.39 FEET; (4) THENCE S.20°24'27"W. 103.51 FEET; (5) THENCE S.23°22'07"W. 77.81 FEET; (6) THENCE S.18°59'47"W. 23.04 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010; THENCE SOUTHERLY ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010 AND SAID CENTERLINE OF WILLOW CREEK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.07°01'30"W. 7.19 FEET; (2) THENCE S.09°26'23"E. 29.42 FEET; (3) THENCE S.17°25'36"E. 63.26 FEET; (4) THENCE S.18°12'07"W. 31.88 FEET; (5) THENCE S.45°07'20"W. 87.01 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481; THENCE WESTERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481 THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°16'19"W. 440.46 FEET; (2) THENCE S.00°43'41"E. 9.85 FEET; (3) THENCE N.89°43'39"W. 327.03 FEET TO THE EAST BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209; THENCE N.00°24'46"E. ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209 A DISTANCE OF 1957.93 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219; THENCE N.88°37'29"E. ALONG SAID SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219 A DISTANCE OF 1055.20 FEET TO THE POINT OF BEGINNING, CONTAINING 43.968 ACRES.

TOTAL  
ANNEXATION AREA=43.968 ACRES

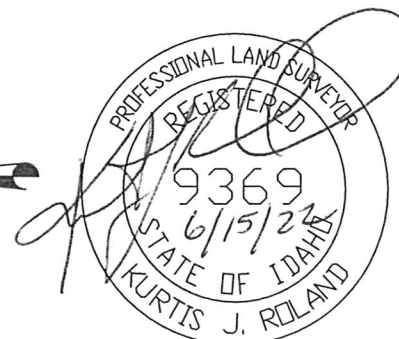
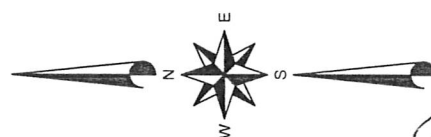
ORDINANCE NO. 2257

S88°37'41"W 2660.46' (R)  
S88°37'29"W 2660.35' (M)  
SECTION LINE

FOUND ALUMINUM CAP CENTER 1/4 CORNER  
SECTION 7 TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1647319

1957.93'  
N00°24'46"E

ORDINANCE NO. 2209



# EAGLE ROCK ENGINEERING

CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

### OFFICES AT:

1331 Fremont Ave.  
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153  
Rexburg, Idaho 83440

DRAWN BY:	ANGIE GARCIA
APPROVED BY:	KURT ROLAND
PROJECT NO.	21059
SCALE:	1"=200'
DATE:	MAY 2022
CAD NAME:	ANNEXATION.DWG

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_



# Memorandum

File #: 21-568

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Thursday, June 16, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 43.968 acres of the East ½ of the Southeast ¼ of Section 7, 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 "General Urban Transect" and approve the Ordinance establishing the initial zoning for HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

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

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of HC, Highway Commercial and LC, Limited Commercial with Controlled Development Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 43.968 acres of the East ½ of the Southeast ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its April 19, 2022, meeting and recommended approval of HC and LC with Controlled Development Overlay Zones. Staff concurs with this recommendation.

## 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**

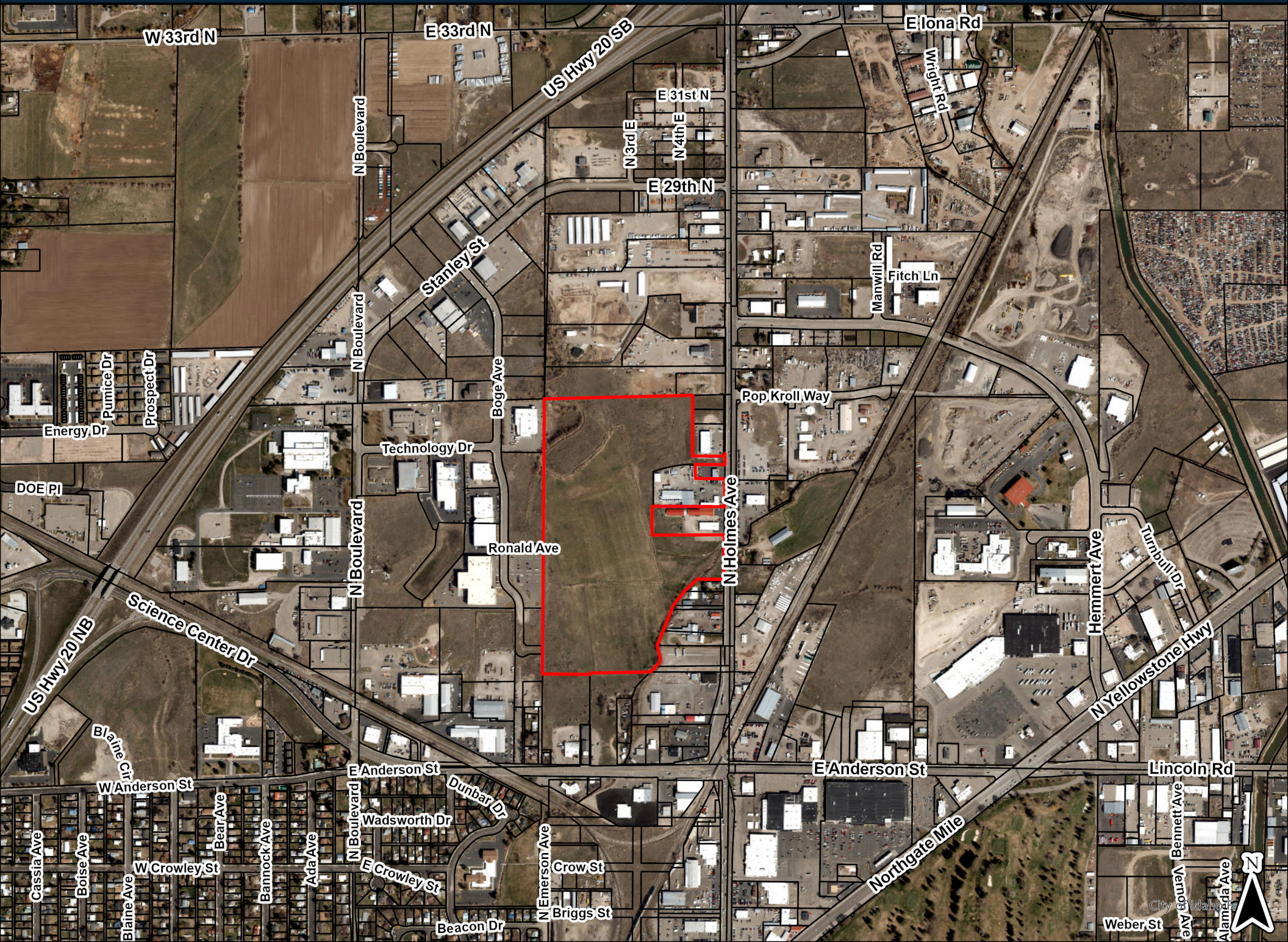
The initial zoning legal description has been reviewed by the Survey Division.

**Fiscal Impact**

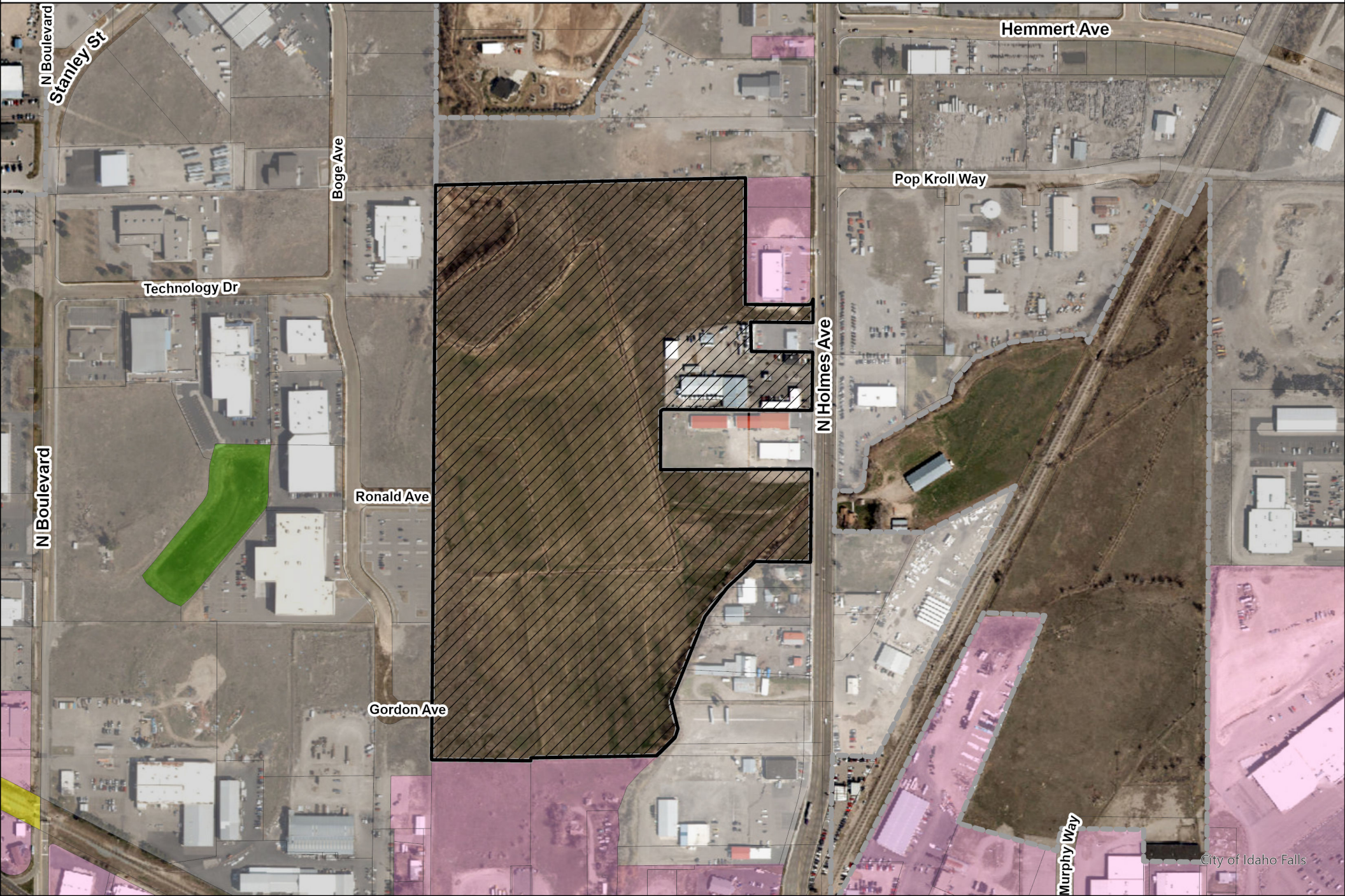
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**Legal Review**

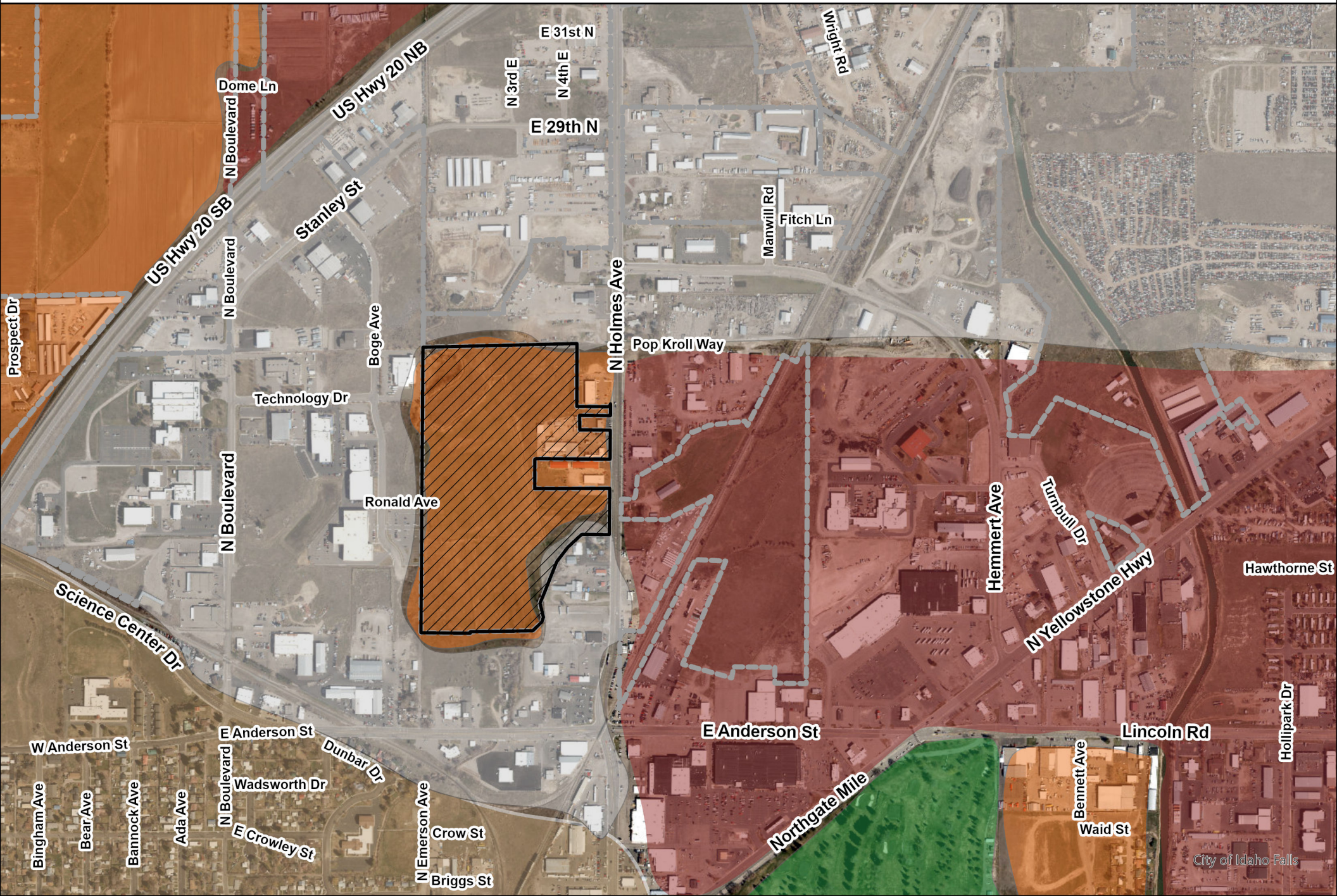
This application and ordinance have been reviewed by the City Attorney pursuant to applicable law.

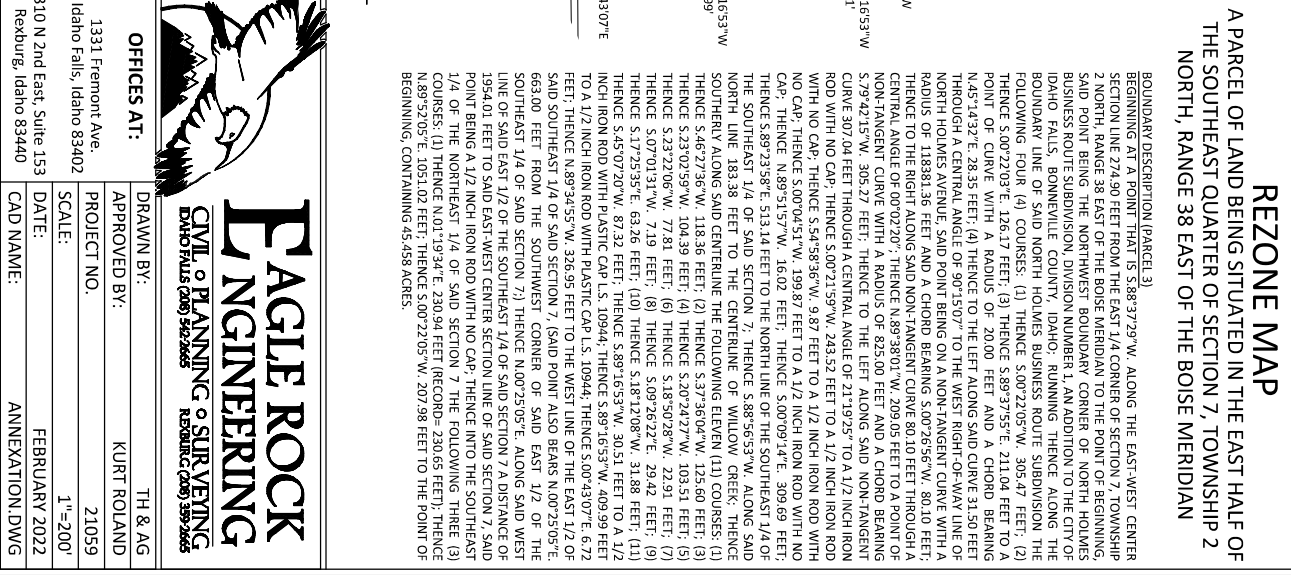


RE	R1	TN	R3	PB	LC	R&D	I&M
RP	R2	RMH	R3A	CC	HC	LM	P



- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **INITIAL ZONING OF LC, LIMITED COMMERCIAL, AND HC, HIGHWAY COMMERCIAL, WITH AIRPORT OVERLAY CONTROLLED DEVELOPMENT OF APPROXIMATELY 43.968 ACRES NORTH OF E ANDERSON ST, EAST OF BOGE AVE, SOUTH OF E 29<sup>TH</sup> N, WEST OF NORTH HOLMES AVE**

**WHEREAS**, the applicant filed an application for annexation on February 23, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 19, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on July 14, 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 43.968 acres generally located North of E Anderson St, East of Boge Ave, South of E 29th N, west of North Holmes Ave.
3. The Comprehensive Plan identifies this area as being within the General Urban transect. This transect denotes residential areas with a mix of commercial and service areas convenient to residents.
4. The proposed LC, Limited Commercial, and HC, Highway Commercial, with Airport Overlay Controlled Development is consistent with the General Urban Transect designation.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the subject property to HC and LC.

#### **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 L. Noah Casper - Mayor

**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 43.968 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL AND HC, HIGHWAY COMMERCIAL AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; 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 and HC, Highway Commercial and Controlled Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “General Urban”; 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 “General Urban”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 19, 2022, and recommended approval of zoning the subject property to LC and HC Zone with the Controlled Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 14, 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 General Urban.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as LC and HC Zone with the Controlled Development Airport Overlay Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC and HC Zones” and “Controlled Development” 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 43.968 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS LC AND HC ZONES WITH THE CONTROLLED DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Kathy Hampton, City Clerk

EXHIBIT "A"  
LEGAL DESCRIPTION (Page 1 of 1)

BEGINNING AT A POINT THAT IS S.88°37'29"W. ALONG THE EAST-WEST CENTER SECTION LINE 274.90 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013; THENCE ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013 THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°22'05"W. 305.47 FEET; (2) THENCE S.00°22'03"E. 126.17 FEET; (3) THENCE S.89°37'55"E. 211.04 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD BEARING N.45°14'32"E. 28.35 FEET; (4) THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°16'00" TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289, SAID POINT BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 118381.36 AND A CHORD BEARING S.00°26'56"W. 80.10 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 80.10 FEET THROUGH A CENTRAL ANGLE OF 00°02'20"; THENCE N.89°38'03"W. CONTINUING ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 A DISTANCE OF 208.88 FEET TO A POINT OF A CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING S.79°42'16"W. 305.27 FEET; THENCE TO THE LEFT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25"; THENCE S.00°21'59"W. 243.39 FEET TO SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289; THENCE ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SEVEN (7) COURSES: (1) THENCE S.55°01'25"W. 9.50 FEET; (2) THENCE S.00°07'40"W. 199.87 FEET; (3) THENCE S.89°49'08"E. 299.87 FEET; (4) THENCE N.58°35'58"E. 8.28 FEET; (5) THENCE S.89°35'12"E. 207.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE; (6) THENCE S.00°34'51"W. ALONG SAID WEST RIGHT-OF-WAY LINE 315.97 FEET; (7) THENCE N.89°38'01"W. 188.07 FEET TO THE CENTERLINE OF WILLOW CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE OF WILLOW CREEK AND THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SIX (6) COURSES: (1) THENCE S.47°15'17"W. 128.76 FEET; (2) THENCE S.37°36'04"W. 125.60 FEET; (3) THENCE S.23°02'58"W. 104.39 FEET; (4) THENCE S.20°24'27"W. 103.51 FEET; (5) THENCE S.23°22'07"W. 77.81 FEET; (6) THENCE S.18°59'47"W. 23.04 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010; THENCE SOUTHERLY ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010 AND SAID CENTERLINE OF WILLOW CREEK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.07°01'30"W. 7.19 FEET; (2) THENCE S.09°26'23"E. 29.42 FEET; (3) THENCE S.17°25'36"E. 63.26 FEET; (4) THENCE S.18°12'07"W. 31.88 FEET; (5) THENCE S.45°07'20"W. 87.01 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481; THENCE WESTERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481 THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°16'19"W. 440.46 FEET; (2) THENCE S.00°43'41"E. 9.85 FEET; (3) THENCE N.89°43'39"W. 327.03 FEET TO THE EAST BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209; THENCE N.00°24'46"E. ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209 A DISTANCE OF 1957.93 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219; THENCE N.88°37'29"E. ALONG SAID SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219 A DISTANCE OF 1055.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.968 ACRES.

Submitted By:

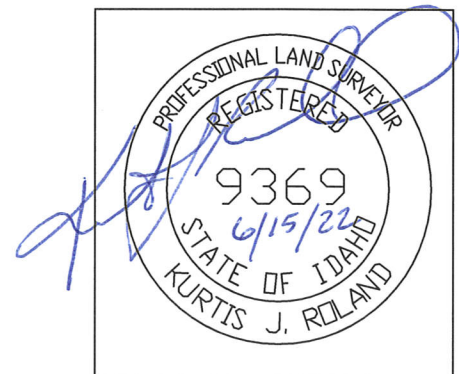
Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

Overall Document Page Range \_\_\_\_ of \_\_\_\_



ORIGINAL

FOUND ITD BRASS CAP NORTHEAST CORNER  
SECTION 7 TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1598059

N00°07'48"W 2631.37'  
SECTION LINE - BASIS OF BEARING

FOUND ITD BRASS CAP EAST 1/4 CORNER SECTION 7  
TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1598057

S0°21'59"W 2631.96' (M)  
S0°21'34"W 2631.75' (R)  
SECTION LINE - BASIS OF BEARING

## ANNEXATION ORDINANCE #

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
A PARCEL OF LAND BEING SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7,  
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN

BEGINNING AT A POINT THAT IS S.88°37'29"W. ALONG THE EAST-WEST CENTER SECTION LINE 274.90 FEET FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013; THENCE ALONG THE BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3013 THE FOLLOWING FOUR (4) COURSES: (1) THENCE S.00°22'05"W. 305.47 FEET; (2) THENCE S.00°22'03"E. 126.17 FEET; (3) THENCE S.89°37'55"E. 211.04 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET AND A CHORD BEARING N.45°14'32"E. 28.35 FEET; (4) THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°16'00" TO THE BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289, SAID POINT BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 118381.36 AND A CHORD BEARING S.00°26'56"W. 80.10 FEET; THENCE TO THE RIGHT ALONG SAID NON-TANGENT CURVE 80.10 FEET THROUGH A CENTRAL ANGLE OF 00°02'20"; THENCE N.89°38'03"W. CONTINUING ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 A DISTANCE OF 208.88 FEET TO A POINT OF A CURVE WITH A RADIUS OF 825.00 FEET AND A CHORD BEARING S.79°42'16"W. 305.27 FEET; THENCE TO THE LEFT ALONG SAID CURVE 307.04 FEET THROUGH A CENTRAL ANGLE OF 21°19'25"; THENCE S.00°21'59"W. 243.39 FEET TO SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289; THENCE ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SEVEN (7) COURSES: (1) THENCE S.55°01'25"W. 9.50 FEET; (2) THENCE S.00°07'40"W. 199.87 FEET; (3) THENCE S.89°49'08"E. 299.87 FEET; (4) THENCE N.58°35'58"E. 8.28 FEET; (5) THENCE S.89°35'12"E. 207.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH HOLMES AVENUE; (6) THENCE S.00°34'51"W. ALONG SAID WEST RIGHT-OF-WAY LINE 315.97 FEET; (7) THENCE N.89°38'01"W. 188.07 FEET TO THE CENTERLINE OF WILLOW CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE OF WILLOW CREEK AND THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3289 THE FOLLOWING SIX (6) COURSES: (1) THENCE S.47°15'17"W. 128.76 FEET; (2) THENCE S.37°36'04"W. 125.60 FEET; (3) THENCE S.23°02'58"W. 104.39 FEET; (4) THENCE S.20°24'27"W. 103.51 FEET; (5) THENCE S.23°22'07"W. 77.81 FEET; (6) THENCE S.18°59'47"W. 23.04 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010; THENCE SOUTHERLY ALONG THE WEST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3010 AND SAID CENTERLINE OF WILLOW CREEK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.07°01'30"W. 7.19 FEET; (2) THENCE S.09°26'23"E. 29.42 FEET; (3) THENCE S.17°25'36"E. 63.26 FEET; (4) THENCE S.18°12'07"W. 31.88 FEET; (5) THENCE S.45°07'20"W. 87.01 FEET TO THE NORTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481; THENCE WESTERLY ALONG SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 1481 THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°16'19"W. 440.46 FEET; (2) THENCE S.00°43'41"E. 9.85 FEET; (3) THENCE N.89°43'39"W. 327.03 FEET TO THE EAST BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209; THENCE N.00°24'46"E. ALONG SAID EAST BOUNDARY LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2209 A DISTANCE OF 1957.93 FEET TO THE SOUTH BOUNDARY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219; THENCE N.88°37'29"E. ALONG SAID SOUTH LINE OF SAID CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3219 A DISTANCE OF 1055.20 FEET TO THE POINT OF BEGINNING, CONTAINING 43.968 ACRES.

TOTAL  
ANNEXATION AREA=43.968 ACRES

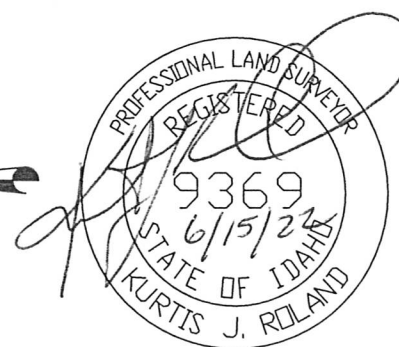
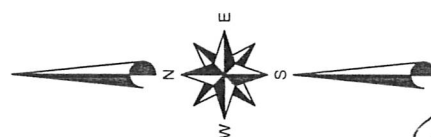
ORDINANCE NO. 2257

S88°37'41"W 2660.46' (R)  
S88°37'29"W 2660.35' (M)  
SECTION LINE

FOUND ALUMINUM CAP CENTER 1/4 CORNER  
SECTION 7 TOWNSHIP 2 NORTH RANGE 38 EAST BM  
CPF NO. 1647319

1957.93'  
N00°24'46"E

ORDINANCE NO. 2209



# EAGLE ROCK ENGINEERING

CIVIL • PLANNING • SURVEYING  
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

### OFFICES AT:

1331 Fremont Ave.  
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153  
Rexburg, Idaho 83440

DRAWN BY:	ANGIE GARCIA
APPROVED BY:	KURT ROLAND
PROJECT NO.	21059
SCALE:	1"=200'
DATE:	MAY 2022
CAD NAME:	ANNEXATION.DWG

RECORDED WITH THE BONNEVILLE COUNTY RECORDERS OFFICE AS INSTRUMENT NO. \_\_\_\_\_



# Memorandum

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**File #:** 21-564

**City Council Meeting**

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**FROM:** Brad Cramer, Director  
**DATE:** Thursday, July 7, 2022  
**DEPARTMENT:** Community Development Services

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## Subject

Public Hearing-Rezone from P, Parks and Open Spaces with a PUD, Planned Unit Development Overlay Zone to LC, Limited Commercial, and R3A, Residential Mixed Use with no Overlay Zone, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Division 3, First Amended.

## Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Division 3, First Amended from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone, under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

## Description, Background Information & Purpose

Attached is the application for Rezoning from P with a PUD Overlay Zone to LC and R3A with no Overlay Zone, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 9.125 acres on Lot 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Number 3, First Amended. The Planning and Zoning Commission considered this item at its June 7, 2022, meeting and recommended to the Mayor and City Council approval of the zone change with a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



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

#### **Interdepartmental Coordination**

The Rezone was reviewed by staff from the Planning Division.

#### **Fiscal Impact**

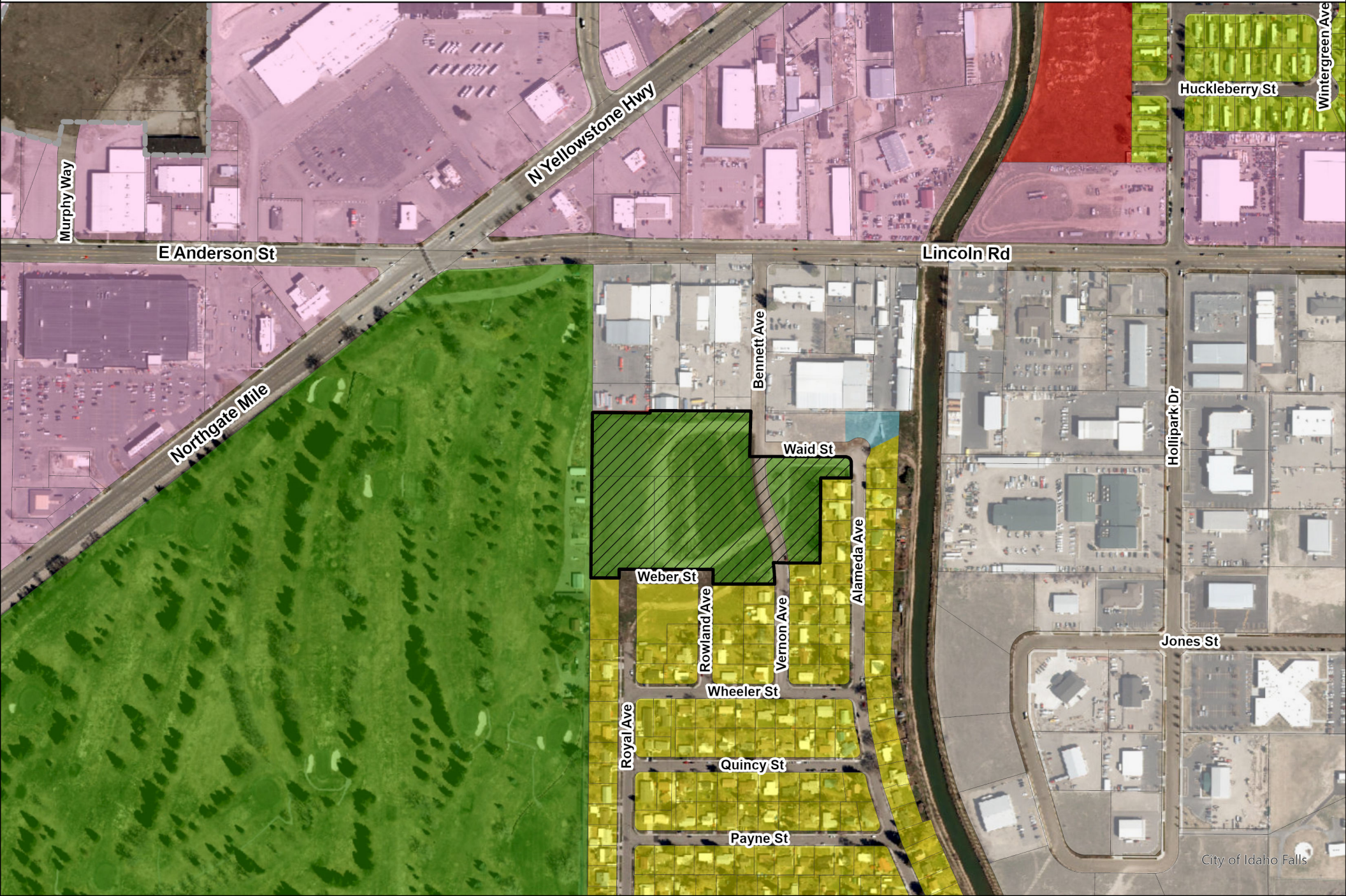
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#### **Legal Review**

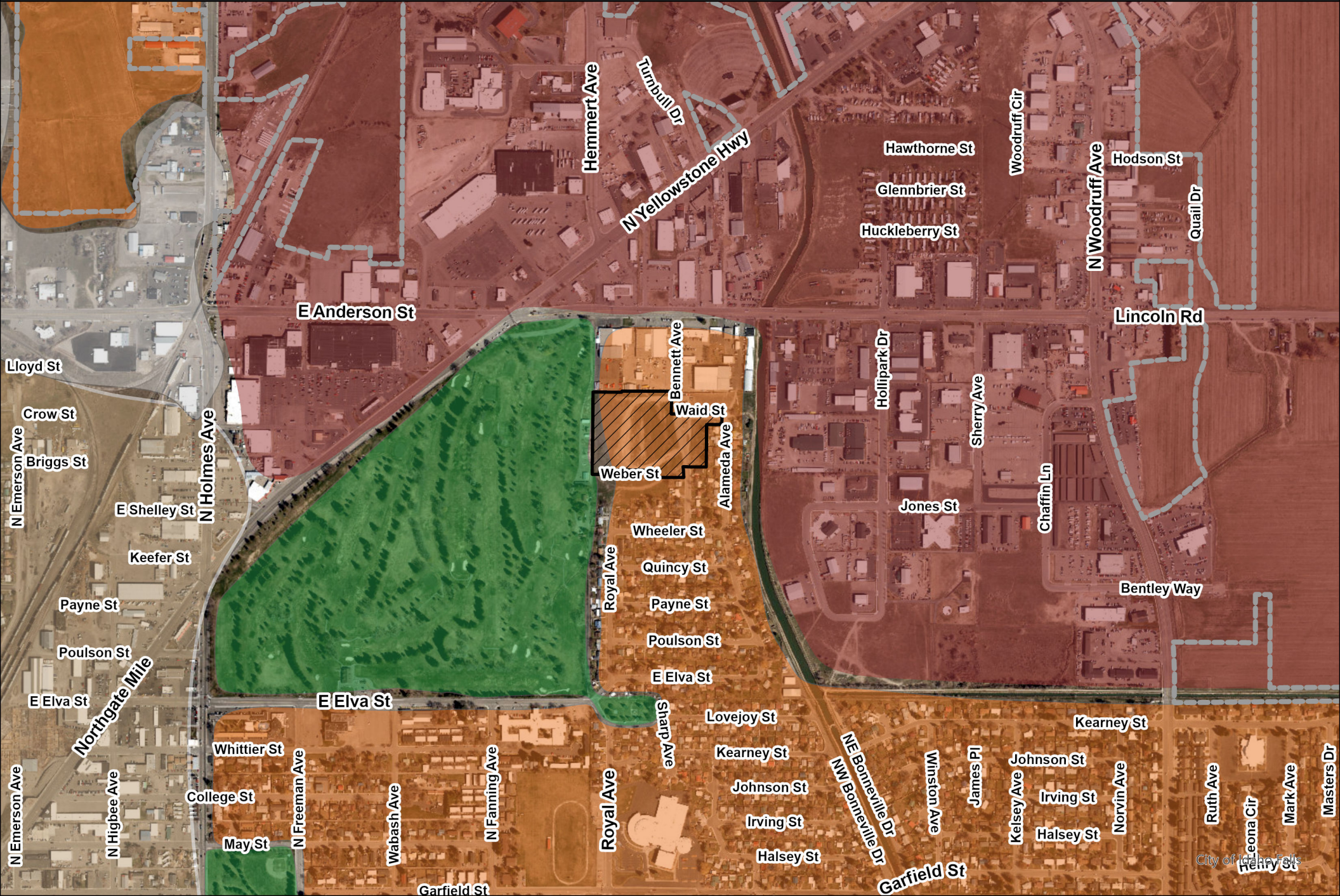
The application and ordinance have been reviewed by the City Attorney pursuant to applicable law.



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



STAFF REPORT  
**REZONE FROM P, PARKS AND OPEN SPACE TO LC, LIMITED  
 COMMERCIAL AND R3A, RESIDENTIAL MIXED USE, REMOVE THE  
 PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE  
 Lots 1-3, Block 16 and Lot 1, Block 17 Bel Aire Addition Div 3, First Amended  
 July 14, 2022**



Community  
Development  
Services

**Applicant:** City of  
Idaho Falls

**Project Manager:**  
Naysha Foster

**Location:** Generally,  
north of Wheeler St,  
east of Pinecrest Golf  
Course or N Holmes  
Ave, south of Lincoln  
Rd and west of Vernon  
Ave

**Size:** Approximately  
9.125 acres

**Existing Zoning:**  
Site: P  
North: LM  
South: R1  
East: P  
West: R1

**Existing Land Uses:**  
Site: Vacant  
North: Industrial  
South: Residential  
East: Residential  
West: Golf Course

**Future Land Use  
Map:**  
General Urban

**Attachments:**  
1. Zoning Ordinance  
Information  
2. Comprehensive  
Plan Policies  
3. Maps and aerial  
photos

**Requested Action:** To approve of the rezone from P to LC and R3A and  
remove the PUD Overlay Zone to the Mayor and City Council.

**History:** The property was annexed in February 1951 and zoned C-1 and  
the east portion with a PUD Overlay Zone. It was initially platted as one  
lot in August of 1951. In December of 2008, the plat was amended to  
create four lots. The property was deeded to the City of Idaho Falls in  
2016. The property was rezoned to P with the City-wide zone change. The  
2013 Comprehensive Plan designation for this property was Low Density,  
the designation changed to General Urban with the adoption of the 2022  
Comprehensive Plan.

**Staff Comments:** The property is proposed to be rezoned from P to LC  
and R3A and to remove the PUD overlay zone. These properties are being  
rezoned from P, Parks and Open Space because the City has determined to  
not use them for park purposes.  
The city hosted a neighborhood meeting on April 26, 2022 at 3:00 pm in  
the City Council Chambers, there was no one in attendance.

The portion of the property on the west side of Bennett Ave, adjacent to  
the gold course would be zoned LC, and the property east of Bennett Ave  
would be R3A. The LC Zone provides a commercial zone for smaller  
scale retail and service uses which supply daily household needs. This  
zone is usually located on major streets contiguous to residential  
neighborhoods, creating an easily accessible pedestrian environment. The  
LC Zone also allows diverse, high-density housing under the R3A  
development standards.

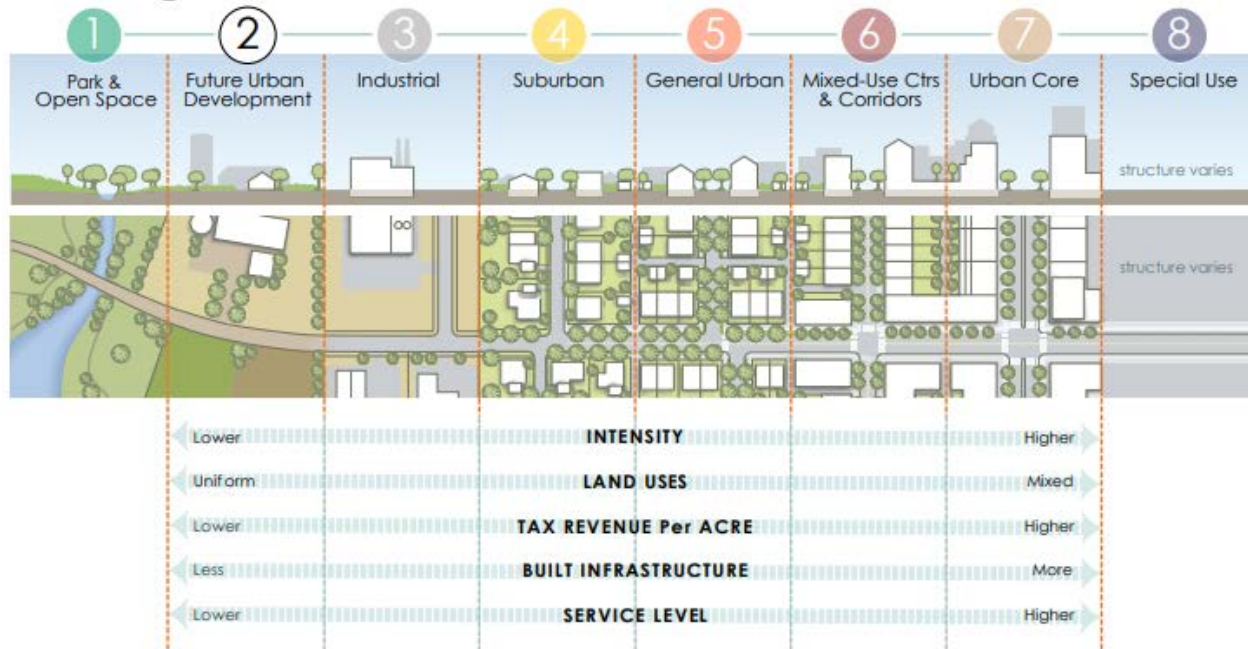
The primary use of the R3A Zone is high density housing, but also allows  
office buildings and other uses that are semi-commercial in nature. R3A  
Zones are along major streets such as arterials and collectors.

This property is near Lincoln Rd, a principle arterial. Any commercial or  
multi-dwelling units would require setbacks as well as a landscape buffer  
between the development and single dwelling unit residential. The  
proposed zones would act as a good transition between the LM and R1  
zones.

**Staff Recommendation:** Staff as well as, the Planning and Zoning  
Commission recommends approval of the zone change from P to LC and  
R3A and to remove the PUD overlay zone to the Mayor and City Council  
as it is consistent with the policies of the Comprehensive Plan and the  
standards of the Zoning Ordinance.

## Comprehensive Plan:

# ImagineIT Transects



## 5. General Urban

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

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

## Rezoning

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	<b>Applicant Response</b>
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The rezone from R2 to R3 is in accordance with the City of Idaho Falls Comprehensive Plan due to the high demand for affordable housing. The rezone supports the comp plans effort to maintain and support housing diversity to facilitate a healthy housing market.
What Changes have occurred in the area to justify the request for a rezone?	Change in this area are the increased demand for housing in the area. With the sustained growth in the area, demand for housing is increasing and an R3 zone will provide the flexibility that is needed for development to meet demand.
Are there existing land uses in the area similar to the proposed use?	Yes, new office buildings and multifamily units on adjacent properties.
Is the site large enough to accommodate required access, Parking, landscaping, etc. for the proposed use?	Yes
Will a Neighborhood meeting be held prior to the Planning Commission Meeting: if Yes, Where and When:	Yes Idaho Falls public library 5/10/22 6PM

	<b>Staff Comment</b>
The potential for disruption of agricultural irrigation and drainage systems	None
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	None
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	None, existing streets would be improved with development.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	None
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	None

Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	None
---	------

**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
<b>Setbacks – Minimum in ft.</b>				
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.
- (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
- (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
- (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 an additional two feet (2') in setback with the minimum setback being thirty feet (30'). (Ord. 3233, 12-20-18)
- (5) For 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.
- (6) In the LC Zone, residential uses shall comply with the R3A Zone dimensional standards.

### 11-3-3: PURPOSES OF RESIDENTIAL ZONES

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

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

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

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

### 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 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 <sub>2</sub>	P	P		P	P
Day Care, Group*	C <sub>1</sub>		C <sub>1</sub>	P	P	C <sub>1</sub>	P	P
Day Care, Home	C <sub>1</sub>		C <sub>1</sub>	P	P	C <sub>1</sub>	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 <sub>1</sub>		C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>	C <sub>1</sub>
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C <sub>1</sub>			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C <sub>2</sub>		C <sub>2</sub>
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 <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>	C <sub>3</sub>	C <sub>3</sub>
Professional Service								P
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Recreational Vehicle Park*						C <sub>2</sub>		
<b>Proposed Land Use Classification</b>	<b>RE</b>	<b>RP</b>	<b>R1</b>	<b>R2</b>	<b>TN</b>	<b>RMH</b>	<b>R3</b>	<b>R3A</b>
Religious Institution*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Residential Care Facility							P	P
Retail					P*			C <sub>2</sub>
School	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20)

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

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

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.  *Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	Commercial				
<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
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 <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
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

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

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

P = permitted use. C1 = administrative conditional use. C2 = 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.

Proposed Land Use Classification	Commercial				
	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 <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
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

<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
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 <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
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 <sub>2</sub>	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 <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
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 <sub>2</sub>	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C <sub>2</sub>	C <sub>2</sub>	P	

June 7, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, George Morrison, Glen Ogden, Brent Dixon (late 7:15 p.m.) Kristi Brower (via Webex), Arnold Cantu (via Webex) Lindsey Romankiw (via Webex)

**MEMBERS ABSENT:** Margaret Wimborne

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Joanne Denney called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Applicant for Item No. 7, has withdrawn the application (Plat 22-017: Final Plat for Bentley Subdivision No. 1.

**MINUTES:** Morrison had 3 typos to modify. **Ogden moved to accept the minutes of May 3, 2022, Morrison seconded the motion. Denney called for roll call vote: Romankiw, yes; Cantu, yes; Brower, yes; Morrison, yes; Ogden, yes. The motion passed unanimously.**

**Public Hearing(s):**

**1. RZON 22-007: REZONE from P, Parks and Open Space to R3A, Residential Mixed use and LC, Limited Commercial Zones.**

Denney opened the public hearing.

**Applicant: City of Idaho Falls.**

Foster Presented the staff report a part of the record.

Morrison asked about them rezoning a park to something else and asked if the City is planning to sell the property. Foster stated that they have had some thoughts of selling. Foster added that Parks and Rec has enough to do with the current staffing and turning this into a park would be a burden.

No one appeared in support or opposition.

Denney closed the public hearing.

Morrison is in approval.

**Morrison moved to recommend to the Mayor and City Council approval of the Rezone from P to R3A and LC and remove the PUD overlay as presented, Cantu seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Cantu, yes; Ogden, yes; Morrison, yes. The motion passed unanimously.**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**REZONE OF P, PARK AND OPEN SPACE TO LC, LIMITED COMMERCIAL AND R3A, MIXED RESIDENTIAL AND REMOVE THE PUD, PLANNED UNIT DEVELOPMENT OF APPROXIMATELY 9.125 ACRES, LOTS 1-3, BLOCK 16 AND LOT 1, BLOCK 17 BEL AIRE ADDITION DIV 3, FIRST AMENDED, GENERALLY LOCATED NORTH OF WHEELER ST, EAST OF PINECREST GOLF COURSE OR N HOLMES AVE, SOUTH OF LINCOLN RD, WEST OF VERNON AVE.**

**WHEREAS**, the applicant filed an application for a rezone on April 4, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 7, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public hearing on July 14, 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 9.125 acres generally located north of Wheeler St, east of Pinecrest Golf Course or N Holmes Ave, south of Lincoln Rd, west of Vernon Ave.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning is LC, Limited Commercial and R3A, Mixed Residential is consistent with the Comprehensive Plan map and policies.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the subject property from P, Park and Open Space to LC, Limited Commercial and R3A, Mixed Residential.

### **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 L. Noah Casper - Mayor

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 1-3, BLOCK 16, AND LOT 1, BLOCK 17 BEL AIRE ADDITION DIV 3, FIRST AMENDED AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM P, PARKS AND OPEN SPACE ZONE WITH A PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE TO LC, LIMITED COMMERCIAL AND R3A, MIXED RESIDENTIAL ZONE AND REMOVE THE PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is LC, Limited Commercial and R3A, Mixed Residential Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "General Urban"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 7, 2022, and recommended approval of zoning the Lots 1-3, Block 16 to LC and Lot 1, Block 17 to R3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 14, 2022.

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

**SECTION 1: LEGAL DESCRIPTION:**

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Lots 1-3, Block 16 and Lot 1, Block 17, of Bel Aire Division 3, First Amended

**SECTION 2. Zoning.** That the property described in Section 1 of this Ordinance be and the same hereby is zoned Lot 1-3, Block 16 be zoned "LC, Limited Commercial" and Lot 1, Block 17 be zoned "R3A, Mixed Residential" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 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 REZONING OF LOTS 1-3, BLOCK 16, BEL AIRE ADDITION DIVISION 3, FIRST AMENDED AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM P ZONE WITH REMOVAL OF THE PUD OVERLAY ZONE TO LC AND R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Kathy Hampton, City Clerk

# Memorandum

File #: 21-544

City Council Meeting

**FROM:** Brad Cramer, Director  
**DATE:** Wednesday, July 6, 2022  
**DEPARTMENT:** Community Development Services

## Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Skyline Manor Townhomes Division No. 2.

## Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Skyline Manor Townhomes Division No. 2 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 Skyline Manor Townhomes Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).

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

## Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Skyline Manor Townhomes Division No. 2. The Planning and Zoning Commission considered this item at its February 15, 2022, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan 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**

 PLAT22-001

 City Limit

**Overlays**

 PT


 PT&T-1

 PUD

 T-1

 T-2

**Zoning**


 RE

 RP

 R1

 R2

 TN

 RMH


 R3

 R3A

 PB


 CC

 LC

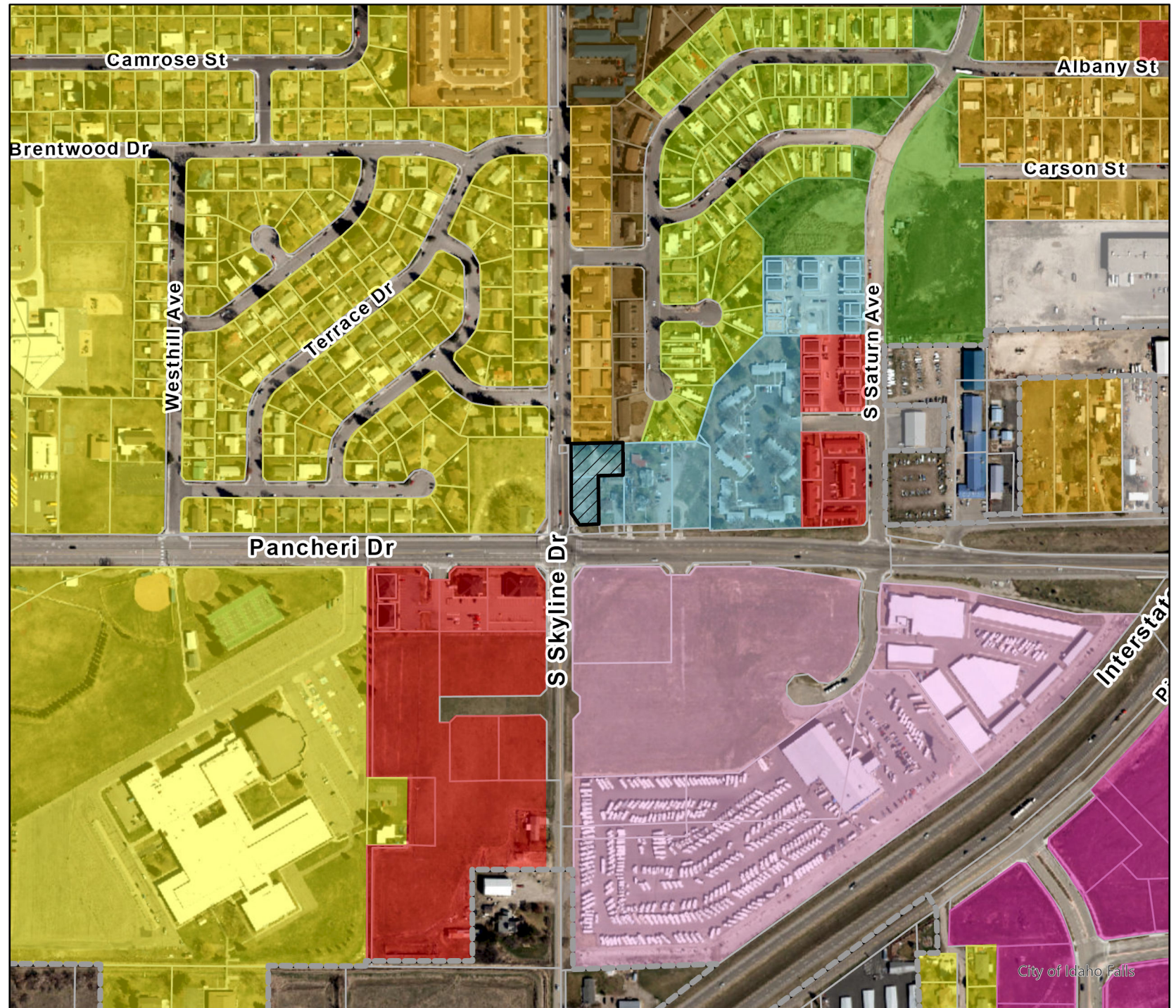
 HC

 R&D

 LM

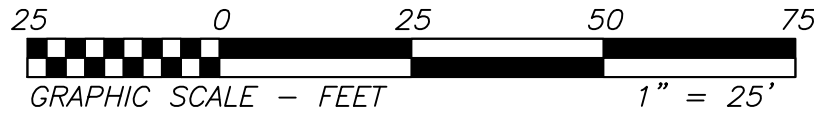
 I&M

 P

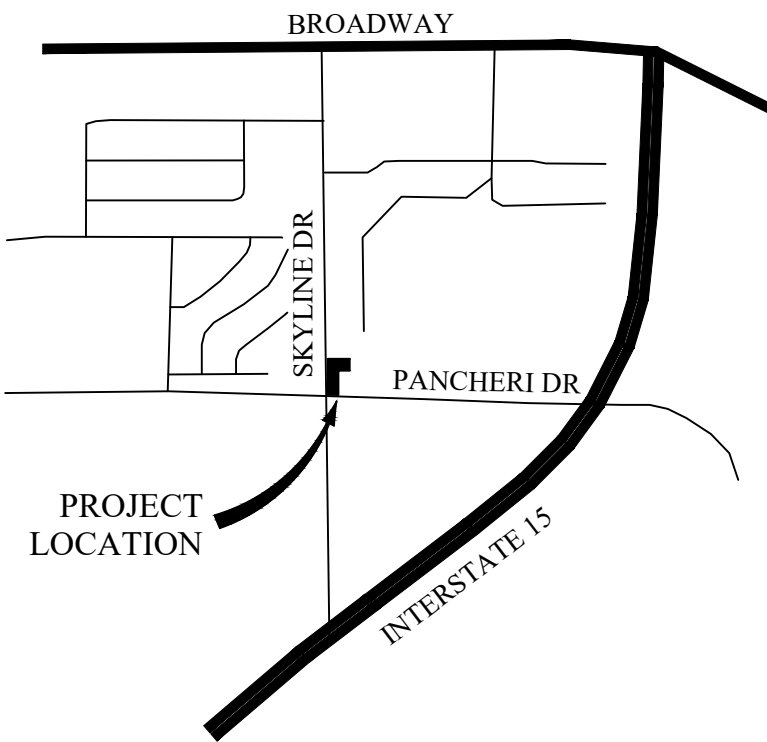


SKYLINE MANOR TOWNHOMES  
DIVISION NO. 2

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,  
T. 2 N., R. 37 E., B.M.



VICINITY SKETCH (N.T.S.)

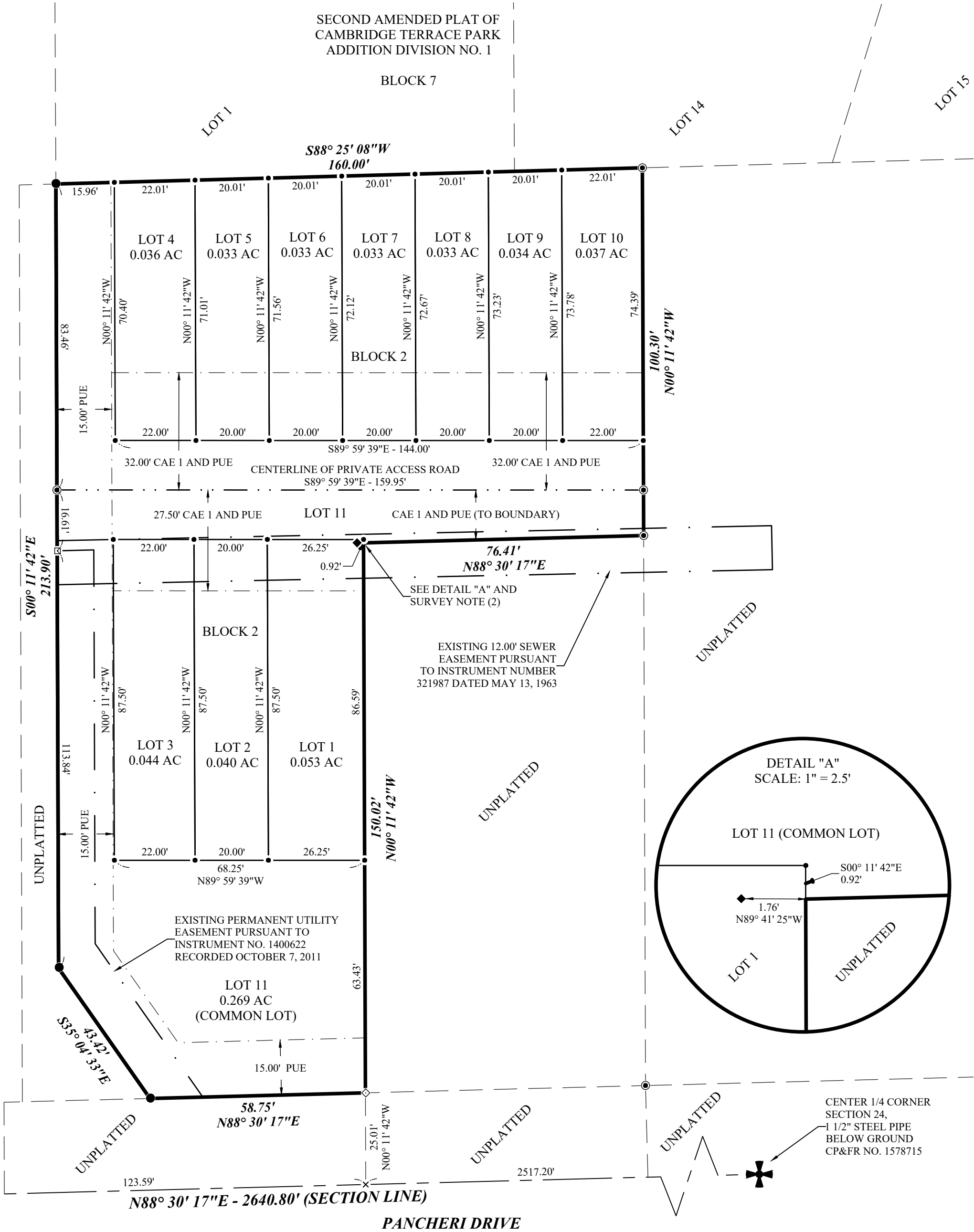


NORTHWEST CORNER  
SECTION 24,  
3-1/2" BRASS CAP  
CP&FR NO. 1409279

N00° 11' 42"W - 2641.25' (SECTION LINE)  
BASIS OF BEARING - SEE NOTE

SKYLINE DRIVE

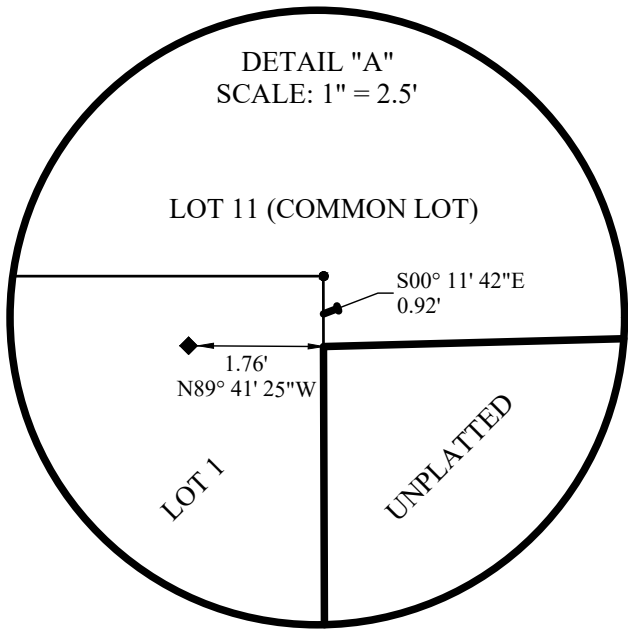
1/4 CORNER  
SECTIONS 23 & 24,  
3" BRASS CAP  
CP&FR NO. 1445241



SECTION CONTROL (AS NOTED)

- SET 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "PLS 14222"
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "LS 8795"
- FOUND 1/2" REBAR WITH PLASTIC CAP (ILLEGIBLE)
- FOUND RIGHT-OF-WAY ALUMINUM CAP MARKED "LS 8797"
- CALCULATED POINT (NOT SET)

- SUBDIVISION BOUNDARY
- LOT BOUNDARY LINE
- ADJOINING BOUNDARIES
- ROAD CENTERLINE
- SECTION LINE
- SECTION QUARTER LINE
- EASEMENTS PURSUANT TO THIS DOCUMENT
- EXISTING EASEMENTS (AS NOTED)



P.L.S. 14222



The Civil Connection

TITLE	SKYLINE MANOR DIV. NO. 2		
DATE:	01/11/22	DRAWN/CHK BY:	PS/JS
PROJECT:	21314/T2NR37E/S24/20424		



402 VAN DREFF ST.  
SALMON, ID 83467  
208-756-3070

4141 S 58 W  
IDAHO FALLS, ID 83402  
208-715-4380

SHEET 1 OF 2

1/4	SEC	T	R
X	24	2N	37E

OWNER’S DEDICATION

Know all men by these presents: that the undersigned PANCHERI TOWNHOMES, 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 SKYLINE MANOR TOWNHOMES DIVISION NO. 2, a subdivision of the City of Idaho Falls, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to lots 1-10, Block 2, a private cross-access easement as shown and described hereon and labeled as CAE 1, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the owners of said Lots, hereafter reffered to as BENEFITTED CAE HOLDERS, their licensees, invitees, agents, successors, and assigns, the full and free right for said BENEFITTED CAE HOLDERS and said BENEFITTED CAE HOLDERS’ tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that 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 CAE 1.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Fall’s use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER’S 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, permittees 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, permittees 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, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature

this \_\_\_\_\_day of \_\_\_\_\_, 2021.

PANCHERI TOWNHOMES, LLC

\_\_\_\_\_  
Keara Harris, Manager

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 \_\_\_\_\_, 2021.

PANCHERI TOWNHOMES, LLC

\_\_\_\_\_  
Keara Harris, Manager

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat, SKYLINE MANOR TOWNHOMES, was filed in the Office of the Recorder of Bonneville County, Idaho

\_\_\_\_\_  
BONNEVILLE COUNTY RECORDER

DATE \_\_\_\_\_



SKYLINE MANOR TOWNHOMES  
DIVISION NO. 2

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,  
T. 2 N., R. 37 E., B.M.

OVERALL LEGAL DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 24, Township 2 North, Range 37 East, being more particularly described as follows:

Commencing from the West 1/4 corner of Section 24, T 2 N - R 37 E, B.M., Bonneville County, Idaho; running thence N 88° 30' 17" E a distance of 123.59 feet along the center section line, then N 00° 11' 42" W a distance of 25.01 feet to the TRUE POINT OF BEGINNING; thence, N 00° 11' 42" W for a distance of 150.02 feet; thence N 88° 30' 17" E for a distance of 76.41 feet; thence N 00° 11' 42" W for a distance of 100.30 feet to a point on the south boundary of Cambridge Terrace Park Addition Division No. 1; thence S 88° 25' 08" W along the south boundary of Cambridge Terrace Park Addition Division No. 1 for a distance of 160.00 feet; thence S 00° 11' 42" E for a distance of 213.90 feet; thence S 35° 04' 33" E for a distance of 43.42 feet; thence N 88° 30' 17" E for a distance of 58.75 to the TRUE POINT OF BEGINNING.

Described boundary containing 0.465 acres, more or less.

ATTACHED HOMES NOTIFICATION

Lots 1–10, Block 2 are platted for use by attached single unit dwellings as permitted by the Comprehensive Zoning Ordinance. Other residential use types shall be required to meet the standards of the Comprehensive Zoning Ordinance, as it is amended from time to time.

IRRIGATION WATER RIGHTS STATEMENT

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.

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:

TREASURERS 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

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

:SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a notary public in and for said state, personally appeared KEARA HARRIS, known or identified to me, to be a manager of the limited liability company of PANCHERI TOWNHOMES, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER’S Dedication, Previously Platted Easements Vacation Certificate, and the Drinking Water System Certificate and acknowledged to me that she 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: \_\_\_\_\_

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  
KENT J. FUGAL, PE 9247

\_\_\_\_\_  
CITY SURVEYOR  
KENNETH BALDWIN ROBERTS, PLS 9755

SURVEY NARRATIVE

- The purpose of this survey is to plat the property for development.
- Monuments were found that coincided with other evidence, features, and record data associated with the Idaho Transportation Department Record of Survey recorded 04-04-2013 (Instrument No. 1442849) and the current Warranty Deed for the target property (Instrument No. 1540282). A 1/2-inch rebar with a plastic cap (marked LS 8795) was found near the northwest corner of the unplatted lot to the southeast of our target property, surveyed by Robert Jon Meikle (PLS 8795) and recorded as Instrument No. 1048033; this monument as found was not consistent with either that Record of Survey or the aforementioned Idaho Transportation Department Record of Survey, and has been rejected (see Detail "A" on page 1).
- New monuments will be set along the outer boundary of the subject property with 5/8” rebar (as shown on the plat) to be compliant with current requirements.
- Documents and instrument numbers used in conjunction with this survey include: Idaho Transportation Department Record of Survey Instrument No. 1442849; Hayden Record of Survey Instrument No. 1048033; Warranty Deed Instrument No. 1540282; and the Second Amended Plat of Cambridge Terrace Park Addition, Division No. 1, Instrument No. 484161.

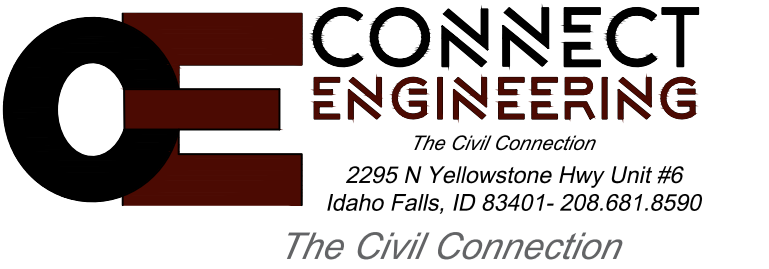
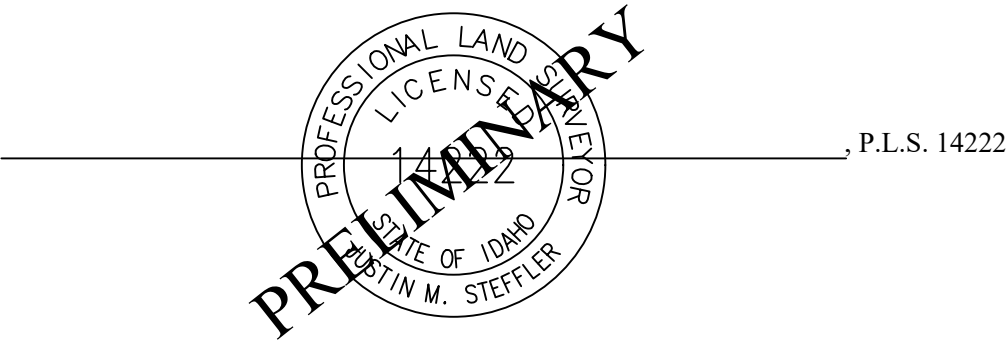
COUNTY SURVEYOR'S VERIFICATION

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

SURVEYOR'S CERTIFICATE

I, Justin M. Steffler, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as SKYLINE MANOR TOWNHOMES DIVISION NO. 2, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



TITLE		SKYLINE MANOR DIV. NO. 2	
DATE:	01/11/22	DRAWN/CHK BY:	PS/JS
PROJECT:	21314/T2NR37E/S24/20424		
		<b>BADGER</b> <b>AERIAL MAPPING &amp; SURVEYING</b>	
402 VAN DREFF ST. SALMON, ID 83467 208-756-3070		4141 S 58 W IDAHO FALLS, ID 83402 208-715-4380	

SHEET 2 OF 2

1/4	SEC	T	R
<input checked="" type="checkbox"/>	24	2N	37E

**STAFF REPORT  
FINAL PLAT  
Skyline Manor Division No. 2  
July 14, 2022**



Community  
Development  
Services

**Applicant:** Connect Engineering

**Project Manager:** Naysha Foster

**Location:** north of Pancheri Dr, east of S Skyline Dr, south of Tulane St, west of S Saturn Ave.

**Size:** 0.65 acres

**Lots:** Buildable: 10  
1 Common Lot

**Average Buildable Lot Size:**  
0.0376 acres (1,611 sq. ft.)

**Density:** 6.5 Units per gross acre

**Existing Zoning:**

Site: R3A  
North: R2  
South: HC  
East: R3A  
West: R1

**Existing Land Uses:**

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

**Future Land Use Map:**

**Attachments:**

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To approve the final plat for Skyline Manor Townhomes Division No. 2.

**History:** This property was annexed in July of 1969 with an initial zoning of R-1. In June 1976 the property was rezoned from R-1 to R-2. April of 2018 the property was rezoned a part of the City Wide initiated zone change from R-2 to R3A. The Airport Overlay Zone was added in May of 2019. A PUD for this plat was recommended for approval by the Planning and Zoning Commission on December 7, 2021.

**Staff Comments:** This final plat consists of 0.65 acres. Ten buildable lots and one common lot, which includes the private street. There will be private streets, with one access to S Skyline Dr and the other to Pancheri through division 1. Both S Skyline and Pancheri are minor arterials. The street in Division No. 2 aligns with the street in division 1. There are no minimum internal lot sizes for a PUD. Fire has approved street width.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it complies with the subdivision ordinance with a PUD and is consistent with the development standards of the R3A Zone with a PUD. Staff and the Planning and Zoning Commission recommend approval of the plat.

**Subdivision Ordinance:** Boxes with an “X” indicated compliance with the ordinance

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

## 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(G): Purpose of Residential Zones, R3A, Residential Mixed Use Zone

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

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

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
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*
<b>Lot Coverage, Building Height, and Density</b>								
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.

### Comprehensive Plan Policies:

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

New and existing development should foster inclusiveness and connectivity through mixed housing types and sizes. Neighborhood connections through paths, parks, open spaces, and streets. (p 40.)

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

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.

**Business:**

**2. PLAT 22-001: FINAL PLAT. Skyline Manor Townhomes Division No. 2.**

**Applicant: Barry Baine, Connect Engineering, 2295 North Yellowstone, Idaho Falls, Idaho.** Baine indicated that this came before the Commission as a PUD. Baine indicated this is on the corner of Skyline and Pancheri. Baine indicated that this PUD was approved in December. Baine indicated that it is 10 lots that will be single family attached homes. Baine stated that this is over ½ acre and has cross access easement.

Morrison asked about amenities. Baine stated that this is a connection to Division 1, there is a common lot in Division 2, and it connects to Division 1 that has additional amenities.

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

Dixon asked if there is a potential issue with this Division on the north side of the lots. Foster stated that Division 1 and Division 2 PUD they asked for a reduction in setbacks and that was approved as part of the PUD. Dixon asked about the unplatted area. Baine indicated that there is an existing home between the two divisions, so that is not part of this plat.

Dixon pointed out that if at some point in the future the owner of the unplatted area did decide to leave and there was an odd lot for development it could easily be brought into this PUD. Dixon feels that is a plus for this development.

**Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Skyline Manor Townhomes Division 2, as presented, Cantu seconded the motion. Denney called for roll call vote: Cantu, yes; Dixon, yes; Morrison, yes; Romankiw, yes; Wimborne, yes. The motion passed unanimously.**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF SKYLINE MANOR TOWNHOMES DIVISION NO 2. GENERALLY LOCATED NORTH OF PANCHERI DR, EAST OF S SKYLINE DR, SOUTH OF TULANE ST, WEST OF S SATURN AVE.**

**WHEREAS**, the applicant filed an application for a final plat on January 12, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 15, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 14, 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 0.65 acres parcel located generally north of Pancheri Dr, east of S Skyline Dr, south of Tulane St, west of S Saturn Ave.
3. The property is zoned R3A. The plat consists of eleven lots. Ten buildable lots. Lot eleven is a 0.269 acre common lot.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R3, Multiple Dwelling Residential Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Skyline Manor Division No. 2.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

---

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT  
SKYLINE MANOR TOWNHOMES DIVISION 2

This DEVELOPMENT AGREEMENT SKYLINE MANOR TOWNHOMES DIVISION 2 (“AGREEMENT”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (“CITY”) whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and REAL EQUITY INVESTMENTS CONSTRUCTION, LLC., a limited liability company (“DEVELOPER”), whose mailing address is 3600 Founders Pointe Dr Ammon, ID 83406.

W I T N E S S E T H:

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

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

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

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

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within 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. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.


ATTEST:

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

REAL EQUITY CONSTRUCTION, LLC

By  \_\_\_\_\_  
Andrew Harris, 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, 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 30 day of July, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Andrew Harris, known or identified to me to be an authorized signator of Real Equity Investments Construction, 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 said company.

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



[Signature]  
Notary Public of Idaho  
Residing at: BINGHAM COUNTY  
My Commission Expires: 7/31/23

**EXHIBIT "A"**  
**PROPERTY**

**LEGAL DESCRIPTION**

**SKYLINE MANOR TOWNHOMES DIVISION 2**

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 24,  
T. 2 N., R. 37 E., B.M

A parcel of land located in the Northwest 1/4 of Section 24, Township 2 North, Range 37 East, being more particularly described as follows:

Commencing from the West 1/4 corner of Section 24, T 2 N - R 37 E, B.M., Bonneville County, Idaho; running thence N 88° 30' 17" E a distance of 123.59 feet along the center section line, then N 00° 11' 42" W a distance of 25.01 feet to the TRUE POINT OF BEGINNING; thence, N 00° 11' 42" W for a distance of 150.02 feet; thence N 88° 30' 17" E for a distance of 76.40 feet; thence N 00° 11' 42" W for a distance of 100.30 feet to a point on the south boundary of Cambridge Terrace Park Addition Division No. 1; thence S 88° 25' 21" W along the south boundary of Cambridge Terrace Park Addition Division No. 1 for a distance of 160.00 feet; thence S 00° 11' 42" E for a distance of 213.90 feet; thence S 35° 04' 33" E for a distance of 43.42 feet; thence N 88° 30' 17" E for a distance of 58.75 to the TRUE POINT OF BEGINNING.

Described boundary containing 0.645 acres, more or less.

**EXHIBIT "B"**  
**SPECIAL CONDITIONS FOR**

**SKYLINE MANOR TOWNHOMES DIVISION 2**

**S.C. 1.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will 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 shall 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. 2.00 Water Line Connection.** CITY agrees to allow DEVELOPER to connect to the water main located in Pancheri Drive, subject to DEVELOPER's payment of the water main connection fees in the amount of Twelve Thousand Seventy-Two Dollars Fifty Cents (\$12,072.50; 275 feet currently at \$43.90 per foot), upon execution of this Agreement, pursuant to section 8-4-14 (C) of City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such City Code Sections.

**S.C. 3.00 Sewer Main Connection Fee.** The CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within Pancheri Drive, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of City Code in the amount of Seven Thousand Sixty-Seven Dollars and Fifty Cents (\$7,067.50; 275 feet; currently at \$25.70 per foot). Mainline connection fee costs shall be adjusted accordingly in the event that the connections are not made at time when City Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to the CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such City Code Section.

**S.C. 4.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Development by DEVELOPER. The storm drainage system shall meet the City Storm Drainage Policy. The storm pond to be constructed as shown on the Site Plan. DEVELOPER shall provide for the installation of grass and an irrigation system. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.