



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
September 8, 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

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on [the City website](#). Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on [the City website](#). The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, property decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

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



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, September 8, 2022

7:30 PM

City Council Chambers

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. Office of the Mayor

- 1) Delegated Spending Authority 21-637

This resolution merely updates Resolution 2020-26 in terms of the amounts granted to the Mayor and her designees. Delegating Council authority dramatically increases efficiency and reduces the number of agreements and other items that otherwise would appear on Council agendas. Inflation, as well as non-inflationary increases in costs for construction, durable goods, and fuel as well as costs for talent and labor, etc. have all combined to limit the purchasing power of the current delegated spending authority limits found in resolution 2020-26. This resolution updates the dollar amounts as follows:

CATEGORY	2020-26 Dollar Amount	Updated Dollar Amount
Lease agreements	\$50,000	\$75,000
Real Property Purchases	\$50,000	\$75,000
Contracts	\$75,000	\$100,000
Change Order Limits	<\$200,000 (25%)	<\$250,000 (25%)
	>\$200,000 (15%)	>(\$250,000 - \$750,000) (20%)
		>\$750,000 (15%)

Attachments: Delegated Spending Authority Resolution Final.pdf

B. Idaho Falls Power

- 1) BPA Power Services Confirmation Agreement No. 22PM-16520 21-627

This agreement is to purchase 10 MW of energy at Mid-C Heavy Load Daily Index plus (+) \$33.55/MWh from 06/01/2023 through 09/30/2023. The premium price paid for this energy will obligate BPA to deliver it to our system under terms and conditions outlined in the Power Sales contract we with them. IFP will need to enter into a corresponding futures contract that is financially settled to lock in a fixed price to limit price exposure of this physical index transaction. This future agreement will also be put before the Council for ratification once it is transacted.

Attachments: 2022-8-31 22PM-16520-Idaho Falls Power Sale Final.pdf

C. Municipal Services

1) 2022 First Quarter Impact Fee Report 21-601

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached Fee Payments Received and Outstanding report is for the first quarter beginning June 1, 2022-August 31, 2022, for a total of \$307,441.26.

Attachments: 2022 First Quarter Report -Fee Payments Received and Outstanding
6-1-22-8-31-22.pdf

2) Treasurer's Report for July 2022 21-622

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2022, total cash, and investments total \$163.9M. Total receipts received and reconciled to the general ledger were reported at \$36.4M, which revenues of \$32.9M and interdepartmental transfers of \$3.5M. Total distributions reconciled to the general ledger were reported at \$21.2M, which includes salary and benefits of \$6.1M, operating costs of \$11.6M and interdepartmental transfers of \$3.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$150.6M. Additional expenditure and revenue reports are being included to provide more detailed information for the monthly reporting.

Attachments: July 2022 Treasurer's Report.pdf

3) Minutes from Council Meetings 21-634

August 22, 2022 City Council Work Session; and August 25, 2022 City Council Meeting

Attachments: 20220822 Work Session - Unapproved.pdf
20220825 Council Meeting - Unapproved.pdf

4) 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. Fire Department

1) Approval of Stryker 360 Master Maintenance Agreement 21-623

Stryker is the Vendor Idaho Falls Fire uses for Ambulance equipment and maintenance. The Stryker 360 master agreement is a 10-year EMS equipment and maintenance agreement with Stryker Sales, LLC. This agreement allows for all city ambulances to be equipped with the newest, up-to-date equipment including the newest versions of power loaders, stair chairs, Lucas devices, and video laryngoscopes. It includes updates to cardiac monitors every 5 years. The agreement allows the Fire Department to engage in long term capital planning and it allows for current disposable equipment to be purchased at a reduced price.

Action Item:

Approve the Stryker 360 master agreement between the CITY and Stryker Sales, LLC and give authorization for the Mayor and City Clerk to sign necessary documents (or take other appropriate action).

Attachments: CityofIdahoFalls,Idaho-Stryker360.pdf

B. Municipal Services**1) Approval to Write-Off Unpaid Ambulance Service Accounts 21-605**

As reviewed at the Monday, August 22, 2022, work session, the total includes calendar year 2021 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$2,117,602 or 56% and Medicaid at \$943,083 or 25% of the total write-request of \$3,827,633. The remaining \$766,948 or 21% of the total write-off request, includes calendar year 2017, 2018, 2019, 2020 and 2021 contractual, collection agency, deceased, bankrupt and approved hardship accounts.

Action Item:

Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2017, 2018, 2019, 2020, and 2021 determined as past statute or uncollectible for a total of \$3,827,633 (or take other action deemed appropriate).

Attachments: Ambulance Write-Off Presentation- CC-8-22-22.pptx

2) Real Estate Purchase and Sale Agreement for Idaho Falls Fire Department 21-619

With the current and projected area population growth and call volume, the Fire Department has an opportunity to purchase the Fire Station owned by the Bonneville County Fire Protection District 1 located at 370 East 65th South.

Action Item:

Approval of the Real Estate Purchase and Sale Agreement between the City of Idaho Falls and Bonneville County Fire Protection for a total of \$1,535,000 (or take other action deemed appropriate).

Attachments: County Station - Real Estate Purchase & Sales Agreement 2022.pdf

3) Approve Real Estate Purchase and Sale Agreement 21-621

Following a public hearing on Thursday, March 31, 2022, and public auction on Friday, June 17, 2022. Title 50 -1403(1) states when the property is offered for sale, the property shall be sold at a public auction to the highest bidder and not bids shall be accepted for less than the minimum declared value previously recorded on the record at a public hearing of the Council, provided however, if no bids are received, the City Council shall have the authority to sell such property as it deems in the best interest of the City. On Monday, June 27, 2022, the City Council approved the sale of the property for no less than \$1,350,000. Following Council direction, the City was approached by TOK Commercial to assist with the sale of this property and subsequently entered into an exclusive sales listing agreement for an initial asking price of \$2.3M, with broker sales commission of 6% of the gross sales price of the property. TOK Commercial listed this property, and all offers were due on Wednesday, August 31, 2022. The City received one offer from J.E.T. Real Estate Holdings, LLC. This offer for \$2,000,000

includes refundable earnest money in the amount of \$15,000 and a 4-month due diligence period from the date of approval.

Action Item:

Approve the real estate purchase and sale agreement for city-owned property located at Bel-Aire Division No. 3, Lots 1, 2 and 3 inclusive, Block 16; and Lot 1, Block 17 in the W ½ NE ¼ of Section 17, Township 2 North, Range 38, E.B.M. to J.E.T. Real Estate Holdings, LLC., for a total of \$2,000,000 cash (or take other action deemed appropriate).

Attachments: Real Estate Purchase and Sale Agreement - - Sale of City Owned Property.pdf

C. Community Development Services

- 1) Business Improvement District Management Agreement between the City of Idaho Falls and the Downtown Development Corporation. **21-628**

As part of the Business Improvement District (BID) for the downtown area, each year the City has renewed a management agreement with the Idaho Falls Downtown Development Corporation (IFDDC). The agreement establishes what funds IFDDC will receive in support of achieving identified goals and objectives. The agreement also requires IFDDC to hold an annual meeting with BID members and report to the City Council.

Action Item:

Approve the Business Improvement District Management Agreement between Idaho Falls Downtown Development Corporation and the City of Idaho Falls (or take other action as deemed appropriate).

Attachments: BID Management Agreement

- 2) Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls. **21-630**

The attached MOU is for management of downtown parking facilities. Previously, the MOU primarily addressed on-street spaces. Adjustments in the proposed MOU include adding enforcement and snow removal for the City-owned lot south of Broadway and north of the railroad, lots on both sides of the railroad tracks along Yellowstone, and The Broadway plaza. The agreement is a renewal for one year.

Action Item:

Approve the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls (or take other action as deemed appropriate).

Attachments: IFDDC MOU Parking Program

- 3) Parking Management Agreement between IF-1, LLC and the City of Idaho Falls for The Broadway parking garage. **21-629**

The attached agreement is for management of parking facilities at The Broadway. The parking spaces are public but managed by IF-1, LLC. The agreement is a renewal for one year.

Action Item:

Approve the Parking Management Agreement between IF-1, LLC and the City of Idaho Falls (or take

other action as deemed appropriate).

Attachments: Parking Management Agreement - City of Idaho Falls
100122-093023.docx

- 4) Resolution to update the map of properties eligible for the waiver of electric line extension fees. **21-597**

Attached for consideration is a Resolution which will update the map (Exhibit "A") of properties eligible for the waiver or adjustment of electric line extension fees. The purpose of the Resolution is to promote infill and redevelopment in these areas where infrastructure already exists. The Resolution removes eligibility from properties west of the Snake River and a small pocket near the intersection of Elva St. and L St. The Resolution extends eligibility to properties north of Anderson St. and near the I-15-Highway 20 interchange (see attached maps for comparison).

Action Item:

Approve the resolution allowing consideration of waiver or adjustment of electric line extension fee up to fifty percent (50%) of the Idaho Falls Power labor portion of the fee and updating the map of eligible properties (or take other action deemed appropriate).

Attachments: Resolution - Waiver of Electric Line Extension Fees 2022 8.9.22.pdf
Resolution 2018-27.pdf

- 5) Final Plat Extension for Providence Point Division 1, 1st Amended. **21-631**

The City Council approved the final plat for Providence Point, Division No. 1, First Amended at its November 10, 2021, meeting. The Subdivision Ordinance requires that the plat be provided to the city for recording within 6 months of Council approving the plat unless the Council provide an extension or other time period granted by the Council. Since November, the developer has been continually working preparing the plat for signature and recording. The amended plat affects the adjacent church property and it has taken longer than expected to finalize those conversations. Nothing has changed with the Subdivision Ordinance or the plat layout since November 2021. Staff continues to recommend approval of the plat as it meets all the minimum subdivision standards. The developer anticipates being able to provide the plat for recording in the near future but requests an extension to November 30, 2022 to allow them to complete the process.

Action Item:

Approve the extension for the Final Plat for Providence point Division 1, 1st Amended (or take other action deemed appropriate).

Attachments: Extension Providence Point Div 1 1st Amend PLAT21-025.pdf

- 6) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. **21-625**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to

recommended approval of the annexation with an initial zoning of R2 with the Approach Surface and Controlled Development Approach Airport Overlay Zones. Staff concurs with this recommendation.

Action Item:

1. Approve the Ordinance annexing 5.889 acres of Part of the South ½ of Section 30, 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 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
 Aerial
 Comp Plan Map
 Staff Report
 Residential Use Table
 Airport Land Use
 PC Minutes
 Ordinance
 Exhibit A
 Map Exhibit
 Reasoned Statement

- 7) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. 21-626

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously recommended approval of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones. Staff concurs with this recommendation.

Action Item:

1. Assign a Comprehensive Plan Designation of “General Urban” and approve the Ordinance establishing the initial zoning for R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface 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 R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
 Aerial
 Comp Plan Map
 Ordinance
 Exhibit A
 Map Exhibit
 Reasoned Statement

- 8)** Quasi-judicial Public Hearing-Rezone from R1, Single Dwelling **21-624**
Residential to R3, Multiple Dwelling Residential, Zoning Ordinance and
Reasoned Statement of Relevant Criteria and Standards for
approximately 34.871 acres in the SW ¼ of Section 6, Township 2
North, Range 38 East.

Attached is the application for Rezoning from R1 to R3, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its August 2, 2022, meeting and recommended to the Mayor and City Council approval of the zone from R1 to R3 with a vote of 3 to 2.

Action Item:

1. Approve the Ordinance Rezoning approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East from R1 to R3, 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 R1 to R3 and give authorization for the Mayor to execute the necessary documents (or take other action as deemed appropriate).

Attachments: Zoning Map
 Aerial
 Comp Plan Map
 Staff Report
 Airport Land Use
 Residential Use Table
 PC Minutes
 Neighborhood Meeting Minutes
 Ordinance
 Reasoned Statement

6. Announcements.

7. Adjournment.



Memorandum

File #: 21-637

City Council Meeting

FROM: Rebecca Casper
DATE: Tuesday, September 6, 2022
DEPARTMENT: Mayor's Office

Subject

Delegated Spending Authority

Council Action Desired

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

Click or tap here to enter text.

Approve the Resolution granting to the Mayor and the Mayor's designees, limited authority to execute contracts, leases, real property purchases, and change orders within limits (or take other action deemed appropriate).

Description, Background Information & Purpose

This resolution merely updates Resolution 2020-26 in terms of the amounts granted to the Mayor and her designees. Delegating Council authority dramatically increases efficiency and reduces the number of agreements and other items that otherwise would appear on Council agendas. Inflation, as well as non-inflationary increases in costs for construction, durable goods, and fuel as well as costs for talent and labor, etc. have all combined to limit the purchasing power of the current delegated spending authority limits found in resolution 2020-26. This resolution updates the dollar amounts as follows:

CATEGORY	2020-26 Dollar Amount	Updated Dollar Amount
Lease agreements	\$50,000	\$75,000
Real Property Purchases	\$50,000	\$75,000
Contracts	\$75,000	\$100,000
Change Order Limits	<\$200,000 (25%)	<\$250,000 (25%)
	>\$200,000 (15%)	>(\$250,000 - \$750,000) (20%)
		>\$750,000 (15%)

Alignment with City & Department Planning Objectives



Allowing relative routine financially decision supports the values of efficiency and good governance. This promotes both efficiency and wise use of resources.

Interdepartmental Coordination

This was discussed in a Director's Management meeting. Input was received from all interested Departments including, Municipal Services, Parks and Rec, Public Works, and Idaho Falls Power. These latter two departments have the greatest need for significant delegated authority owing to the size and scope of their projects.

Fiscal Impact

Delegating approval/signature authority will not increase the costs that the city otherwise would have incurred. In some cases, where time is a factor, It may save money to execute a decision rapidly. This resolution simply allows many routine management-level decisions them to be handled in a timelier manner. Over time, the overall impact is more efficient governance.

Legal Review

The City Attorney prepare this resolution.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING TO THE MAYOR AND THE MAYOR'S DESIGNEES, LIMITED AUTHORITY TO EXECUTE CONTRACTS, LEASES, REAL PROPERTY PURCHASES, AND CHANGE ORDERS WITHIN CERTAIN LIMITS IN ORDER TO FURTHER CITY INTERESTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City authorizes and approves the City budget annually; and

WHEREAS, the City budget includes funding for various City projects; and

WHEREAS, changes to budgeted and approved projects and purchases may become necessary in order to deal with unanticipated circumstances and contingencies (including cost and labor availability and fluctuations; supply chain disruptions; and unit price increases) and to otherwise ensure that City projects continue to move forward on a timely basis; and

WHEREAS, timely execution of lease agreements may be necessary for City-owned or City-controlled properties with various individuals, corporations, or other entities for the benefit the City; and

WHEREAS, timely acquisition of additional personal or real property by the City may be required to complete various City projects or to further City interests; and

WHEREAS, timely execution of minor contracts may be required to provide services necessary to accomplish certain aspirations of the City; and

WHEREAS, authorizing the Mayor and Mayor's designee(s) to enter into such contracts, leases, project cost changes, and change orders, where budgeted and related to City projects or initiatives or Council expectations, will promote efficiency and timeliness; and

WHEREAS, prior City Resolution 2020-26, addressed approval of minor contracts, lease agreements, real property purchases and change orders; and

WHEREAS, Council deems it expedient to supersede Resolution 2020-26 with this Resolution for simplicity and clarity, and in order to build flexibility into the current policy.

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

1. Changes, Purchase Orders, and Change Orders on Council Approved Budgeted Projects

- a. The Council hereby grants to the Mayor and to the Mayor's designee(s) authority on Council approved and budgeted projects to approve changes, purchase

orders, or change orders not to exceed the following cumulative amounts:

- i. For a project of two hundred and fifty thousand dollars (\$250,000) or less, twenty-five percent (25%) of the original project contract estimate; and
 - ii. For a project between two hundred and fifty thousand dollars (\$250,000) and seven hundred and fifty thousand dollars (\$750,000), twenty percent (20%) of the original project contract estimate.
 - iii. For a project of more than seven hundred and fifty thousand dollars (\$750,000), fifteen percent (15%) of the original project contract estimate.
- b. Any approved change, purchase order, or change order exceeding three hundred thousand dollars (\$300,000) shall be submitted to the City Council for ratification. Unit quantity/volume changes within an approved project do not require disclosure to Council other than in the Treasurer's quarterly budget report.
- c. In cases where, in the opinion of the Department Director responsible for the project, failure to make changes to an approved and budgeted project is reasonably likely to cause significant project delay or disruption, the Mayor may approve expenditures above the amount authorized in this Subsection 1 upon the following conditions:
- i. Such expenditure is in the minimum necessary amount to avoid significant delay or disruption; and
 - ii. The expenditure is within the responsible Department's total authorized budget; and
 - iii. The expenditure is reported to the Council at the next Council meeting following the Mayor's approval for ratification, adjustment, or other Council action.

2. Contracts, Leases, and Real Property Purchases

- a. The Council hereby grants to the Mayor and to the Mayor's designee(s) authority to negotiate and to execute budgeted:
- i. lease agreements that do not exceed fifty thousand dollars (\$75,000) per year.
 - ii. real property purchase agreements where the purchase amount does not exceed seventy-five thousand dollars (\$75,000).
 - iii. contracts, including purchase orders, that do not exceed one-hundred thousand dollars (\$100,000).

b. Prior to execution, all contracts, leases, and real property purchases authorized pursuant to this Resolution must be approved/recommended by the responsible Department Director.

3. Nothing in this Resolution shall alter, enhance, or diminish the powers and duties granted by Idaho Code to the Board of Trustees of the Idaho Falls Public Library.

4. This Resolution supersedes and replaces Resolution 2020-26.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of _____, 2022.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING TO THE MAYOR AND THE MAYOR'S DESIGNEES LIMITED AUTHORITY TO EXECUTE CONTRACTS, LEASES, REAL PROPERTY PURCHASES, AND CHANGE ORDERS WITHIN CERTAIN LIMITS IN ORDER TO FURTHER CITY INTERESTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

(SEAL)

Kathy Hampton, City Clerk



Memorandum

File #: 21-627

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Thursday, September 1, 2022
DEPARTMENT: Idaho Falls Power

Subject

BPA Power Services Confirmation Agreement No. 22PM-16520

Council Action Desired

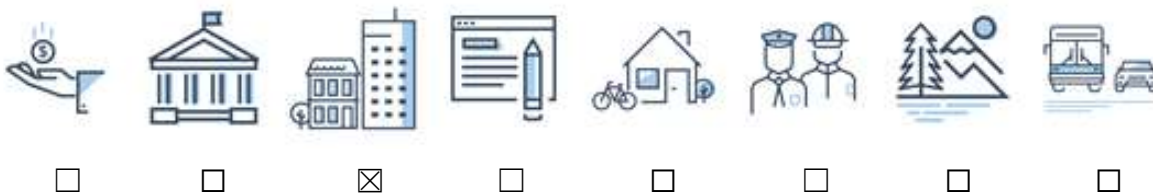
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Ratify the Bonneville Power Administration (BPA) Power Services Confirmation Agreement No. 22PM-16520, (or take other action deemed appropriate).

Description, Background Information & Purpose

This agreement is to purchase 10 MW of energy at Mid-C Heavy Load Daily Index plus (+) \$33.55/MWh from 06/01/2023 through 09/30/2023. The premium price paid for this energy will obligate BPA to deliver it to our system under terms and conditions outlined in the Power Sales contract we with them. IFP will need to enter into a corresponding futures contract that is financially settled to lock in a fixed price to limit price exposure of this physical index transaction. This future agreement will also be put before the Council for ratification once it is transacted.

Alignment with City & Department Planning Objectives



This action supports our readiness for strong, stable and healthy economic growth, ensuring continued access to reliable and affordable power to hedge against drought risk and wholesale market volatility. It also supports the financial element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This action is budgeted for in the 2022/23 Idaho Falls Power budget.

Legal Review

The City Attorney concurs that this action is appropriate.



Department of Energy
Bonneville Power Administration
Power Services
CONFIRMATION AGREEMENT

From: Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621	To: City of Idaho Falls 140 S. Capital Ave. Idaho Falls, ID 83405
BPA Preschedule: 503-230-3813	BPA Contract: 22PM-16520
BPA Real Time: 503-230-3341	Trade Date: 05/19/2022

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and City of Idaho Falls (IDFP). Transactions hereunder are in accordance with the Agreement to Enable Future Purchases, Sales, and Exchanges of Power and Other Services 20PM-16359 ("Enabling Agreement").

Buyer: IDFP	Seller: BPA
Trader: Bear Prairie	Trader: Mark Miller
Phone: 208-612-8429	Phone: 503-230-4003
Broker: None	Holiday: NERC
Product: Surplus Firm (WSPP Schedule C)	Point of Delivery: FCRPS (busbar)
Product Description: Energy	Deal Key: 390387/393435

Start Date	End Date	Hourly Contract Quantity (MW)	Energy Price \$/MWh	Delivery Hours	Total Amount (MWh)	Revenue/ Cost
06/01/2023	09/30/2023	10 MW	Index + \$33.55/MWh	HLH	16,480	TBD

All hours will be shown in Pacific Prevailing Time (PPT) defined as HE 0100- HE 2400

HLH means Heavy Load Hours (HE7-22 on non-NERC holidays Monday-Saturday, no profile on Sundays or NERC holidays)

1. Scheduling Provisions

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 (PPT) on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force.

2. Additional Provisions

- a. Energy deliveries must be used for City of Idaho Falls load service.
- b. This Confirmation Agreement is Take-or-Pay, meaning City of Idaho Falls shall pay to BPA the Energy Price times 10 MW for each Delivery Hour of this Confirmation Agreement. Any non-delivery of energy shall not relieve City of Idaho Falls of payment. Any non-delivery shall be settled pursuant to Contract Number 09PB-13056.

- c. In addition to paying the Energy Price, City of Idaho Falls is responsible for the cost of any losses incurred by BPA from bus-bar to sink for each MWh delivered under this contract. Losses will be charged on a \$/MWh basis, and calculated as follows: $(\text{Index}) \times (0.0735) = \$/\text{MWh}$

3. **Definitions**

“Index” means for each Heavy Load Hour energy delivered, the Index Price will be the Intercontinental Exchange (ICE) Mid C Day Ahead Peak index, specifically the published volume-weighted "average" index price for Mid C Day Ahead transactions in Heavy Load Hours in that day (or days where the index covers more than one day), as published in the ICE Day Ahead Power Price Report (ICE Index).

Procedure if Index Becomes Unusable:

If a Market Disruption Event occurs on any one or more days in a billing period then either Party may provide notice in writing to the other Party of the Market Disruption Event. In such case, the Parties shall mutually agree upon a substitute index that most closely applies to energy and energy deliveries under this agreement (considering applicable factors and the intent of the Parties, including such factors as delivery point, firmness of electricity, time of day and general acceptance and use of such index by market participants), or such other substitute index as the Parties may agree. If the Parties are unable to so agree within 30 days after the foregoing notice is given, either Party may refer the matter to dispute resolution pursuant to section 34.1 of the WSPP Agreement. A mediator appointed under section 34.1 shall be authorized and directed to select a substitute index based on the foregoing criteria. Pending agreement on or determination of the substitute index, the Party entitled to be credited based on the index shall specify an interim index or pricing method, acting reasonably, and amounts so credited based on such interim index or pricing method shall be adjusted retroactively, to reflect the selected substitute index, to the date the Party provided the notice in writing referred to above.

"Market Disruption Event" means, with respect to the ICE Index, any of the following events: the failure of the ICE Index to announce, publish or make available the specified index or information necessary for determining the Index Price for a particular day; the failure of trading to commence on a particular day or the permanent discontinuation or material suspension of trading in the relevant market specified for determining the index the temporary or permanent discontinuance or unavailability of the ICE index; a material change in the formula for or the method of determining the index by the index Publisher.

“Point of Delivery” means FCRPS defined as Federal Columbia River Power System where the Federal generating system interconnects with BPA's transmission network. Buyer’s scheduling point of receipt will be “BPAPower.”

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Enabling Agreement or the WSPP Agreement, as applicable.

We are pleased to enter into this transaction. Please sign and return an executed copy of this Confirmation via fax to BPA 503-230-7463 or email to PTCContractAdmin@bpa.gov.

AGREED AND ACCEPTED

Bonneville Power Administration

City of Idaho Falls

Print Name: Mark E. Miller
Title: Account Executive
Date: _____

Print Name: _____
Title: _____
Date: _____

EXHIBIT C-SS SPECIFIED SOURCE CONFIRMATION ATTACHMENT

a. Identity of Source:
The following (i) facility, generator, unit or (ii) ACS system ("Source"): ACS System
Source CARB IDs, if applicable and available: ARB ID #4000
California Energy Commission RPS ID, if Source is an ERR: N/A
WREGIS ID#, if applicable: N/A
b. Source EF_{sp}:
The BPA 2021 ACS Emission Factor posted on the California Air Resources Board website. https://www.arb.ca.gov/cc/reporting/ghg-rep/ghg-rep-power/acs-power.htm
c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon Adjustment applies unless the following box is checked:
<input type="checkbox"/> Carbon Adjustment does not apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in Section 21 of the WSPP Agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this Confirmation: <i>[e.g., fixed damages of \$0, \$2, or % of Carbon Adjustment.]</i>
d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification): EF True-Up does not apply unless one or more of the following boxes that are checked cause a change to EF _{sp} or EF _{asn} :
<input type="checkbox"/> Change in generator operations or fuel source. <input type="checkbox"/> Prospective or retroactive change in law (including AB32). <input type="checkbox"/> Other, as follows: <input type="checkbox"/> All other circumstances. <input type="checkbox"/> EF True Up damages are limited as follows: <i>[e.g., caps]</i>
e. RECs Disclosure (not applicable for an ACS system Source): Seller represents and warrants that the Source is not an ERR, unless the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the Source is or becomes an ERR.
<input type="checkbox"/> The Source is an ERR, and Section 6.c therefore applies.
f. Regulation Incorporation: This transaction is not Regulation Incorporation unless the following box is checked:
<input type="checkbox"/> This transaction is Regulation Incorporation and Section 6.e applies.
g. Additional provisions:

Memorandum

File #: 21-601

City Council Meeting

FROM: Pam Alexander, Impact Fee Administrator
DATE: Thursday, September 1, 2022
DEPARTMENT: Municipal Services

Subject

2022 First Quarter Impact Fee Report

Council Action Desired

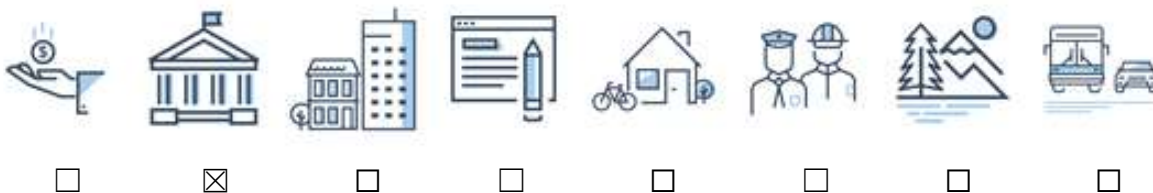
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the first quarter impact fee report pursuant to City Code Section 10-8-7(G) (or take other action deemed appropriate).

Description, Background Information & Purpose

Ordinance 3446 requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. The attached Fee Payments Received and Outstanding report is for the first quarter beginning June 1, 2022-August 31, 2022, for a total of \$307,441.26.

Alignment with City & Department Planning Objectives



The Impact Fee quarterly reports supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

A total of \$108,563.25 has been received for the first quarter by the following categories: Police \$10,097.25; Fire/EMS \$8,098.50; Parks and Recreation \$28,771.50 and Transportation \$61,596.00. A total of \$198,878.01 is outstanding as of September 1, 2022, for the following categories: Police \$28,165.20; Fire/EMS \$11,663.87; Parks \$34,333.50 and

Transportation \$124,715.44.

Legal Review

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



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

Payments Received

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0323	Remodel - Basement ADU	595 N WOODRUFF AVE	032-2055-325.01-00	\$332.25
Total				\$332.25

Payments Outstanding

IMP_FEE_MF01: IMPACT FEE MULTIFAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		032-2055-325.01-00	\$332.25
Total				\$332.25

Payments Received

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0323	Remodel - Basement ADU	595 N WOODRUFF AVE	033-2355-325.01-00	\$313.50
Total				\$313.50

Payments Outstanding

IMP_FEE_MF02: IMPACT FEE MULTIFAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		033-2355-325.01-00	\$313.50
Total				\$313.50

Payments Received

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARDS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM22-0323	Remodel - Basement ADU	595 N WOODRUFF AVE	034-2755-325.01-00	\$961.50
Total				\$961.50

Payments Outstanding

IMP_FEE_MF03: IMPACT FEE MULTIFAMILY PARDS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		034-2755-325.01-00	\$961.50
Total				\$961.50

Payments Received

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
---	--	--	--	--



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

Record Number	Description	Address	Account #	Paid Amount
RCOM22-0323	Remodel - Basement ADU	595 N WOODRUFF AVE	035-4655-325.01-00	\$1,336.00
Total				\$1,336.00

Payments Outstanding

IMP_FEE_MF04: IMPACT FEE MULTIFAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0001	Test		035-4655-325.01-00	\$1,336.00
Total				\$1,336.00

Payments Received

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Paid Amount
RCOM21-0756	New SFR, M 270, UPPR 270, GAR 508	3518 HANDLY AVE	032-2055-325.01-00	\$480.75
RCOM22-0185	New SFR, M 1734, FINB 1390, UN-FINB 154, GAR 1051, COVP 28	5801 BROKEN STONE WAY	032-2055-325.01-00	\$480.75
RCOM22-0187	New SFR, M 1729, FINB 1442, UN-FINB 77, GAR 970, COVP 110	171 HIDEOUT DR	032-2055-325.01-00	\$480.75
RCOM22-0188	New SFR, M 1792, FINB 1462, UN-FINB 105, GAR 865, COVP 69	5885 BROKEN STONE WAY DR	032-2055-325.01-00	\$480.75
RCOM22-0189	New SFR, M 1722, FINB 1442, UN-FINB 59 GAR 814, COVP 48	161 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0204	New SFR, M 1733, FINB 1744, GAR 965, COVP 60	5930 LOCHSA ST ST	032-2055-325.01-00	\$480.75
RCOM22-0216	New SFR, M 1732, FINB 1342, UN-FINB 145, COVP 62	185 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0325	New Single Family Dwelling	543 BOXWOOD DR	032-2055-325.01-00	\$480.75
RCOM22-0327	New SFR, M 1698, FINB 1446, UN-FINB 46, GAR 1104	2560 DESERT DR	032-2055-325.01-00	\$480.75
RCOM22-0334	New SFR, M 2473, FINB 1635, UNFINB 286, GAR 1067, COVP 397	406 ROCK HILL LN	032-2055-325.01-00	\$480.75
RCOM22-0337	New SFR	253 JUPITER HILLS DR	032-2055-325.01-00	\$480.75
RCOM22-0341	New SFR	1240 TERRY DR	032-2055-325.01-00	\$480.75
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	032-2055-325.01-00	\$150.00
RCOM22-0347	New SFR - Attached	1076 BINGHAM AVE formally 1070	032-2055-325.01-00	\$480.75
RCOM22-0350	New SFR, M 1605, FINB 1547, GAR 879, COVP 30	5931 LOCHSA ST	032-2055-325.01-00	\$480.75
RCOM22-0359	New SFR, M 975, FINB 975, COVP 84	1136 BINGHAM AVE	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0360	New SFR - Attached, M 975, FINB 975, COVP 84	1138 BINGHAM AVE	032-2055-325.01-00	\$480.75
RCOM22-0371	New SFR, M 2412, FINB 1783, GAR 979, COVP	5611 GLASS MOUNTAIN BLVD	032-2055-325.01-00	\$480.75
RCOM22-0372	New SFR - Attached	1074 BINGHAM AVE	032-2055-325.01-00	\$480.75
RCOM22-0382	New SFR - Attached, M 975, FINB 975, COVP 84	1140 BINGHAM AVE	032-2055-325.01-00	\$480.75
RCOM22-0383	New SFR, M 1772, UN-FINB 1559, GAR 1054, COVP 54	5857 BROKEN STONE WAY	032-2055-325.01-00	\$480.75
Total				\$9,765.00

Payments Outstanding

IMP_FEE_SF01: IMPACT FEE SINGLE FAMILY POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0066	New MFR - Duplex, M 1133, GAR 462	1070 BINGHAM AVE	032-2055-325.01-00	\$480.75
RCOM22-0205	New SFR, M 1690, FINB 1676, GAR 876, COVP 26	5904 LOCHSA ST ST	032-2055-325.01-00	\$480.75
RCOM22-0206	New SFR, M 1684, FINB 1652, GAR 1040, COVP 29	5822 LOCHSA ST ST	032-2055-325.01-00	\$480.75
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	032-2055-325.01-00	\$480.75
RCOM22-0213	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	5847 LOCHSA ST	032-2055-325.01-00	\$480.75
RCOM22-0214	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	5877 LOCHSA ST	032-2055-325.01-00	\$480.75
RCOM22-0215	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	144 COLD SPRINGS DR	032-2055-325.01-00	\$480.75
RCOM22-0320	New SFR, M 1862, FINB 1224, UN-FINB 346, GAR 951, COVP 52	194 PALISADE DR	032-2055-325.01-00	\$480.75
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	032-2055-325.01-00	\$480.75
RCOM22-0331	New SFR	1464 W HOUSTON ST	032-2055-325.01-00	\$480.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0336	New SFR - Attached, M 975, FINB 975, COVP 83	312 W 16TH ST	032-2055-325.01-00	\$480.75
RCOM22-0340	New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96	1598 PALM SPRINGS DR	032-2055-325.01-00	\$480.75
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	032-2055-325.01-00	\$330.75
RCOM22-0368	New SFR - Attached, Duplicate x 7	1303 Latah Ave	032-2055-325.01-00	\$480.75
RCOM22-0369	New SFR - Attached, Duplicate x 15	1319 Latah Ave	032-2055-325.01-00	\$480.75
RCOM22-0370	New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1	178 E ELVA ST	032-2055-325.01-00	\$480.75
RCOM22-0377	New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476	6102 SAND CASTLE PL	032-2055-325.01-00	\$480.75
RCOM22-0378	New SFR	356 E 7TH ST	032-2055-325.01-00	\$480.75
RCOM22-0386	New SFR, M 1863	4651 RADIANT DR	032-2055-325.01-00	\$480.75
Total				\$11,388.00

Payments Received

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Paid Amount
RCOM21-0756	New SFR, M 270, UPPR 270, GAR 508	3518 HANDLY AVE	033-2355-325.01-00	\$389.25
RCOM22-0185	New SFR, M 1734, FINB 1390, UN-FINB 154, GAR 1051, COVP 28	5801 BROKEN STONE WAY	033-2355-325.01-00	\$389.25
RCOM22-0187	New SFR, M 1729, FINB 1442, UN-FINB 77, GAR 970, COVP 110	171 HIDEOUT DR	033-2355-325.01-00	\$389.25
RCOM22-0188	New SFR, M 1792, FINB 1462, UN-FINB 105, GAR 865, COVP 69	5885 BROKEN STONE WAY DR	033-2355-325.01-00	\$389.25
RCOM22-0189	New SFR, M 1722, FINB 1442, UN-FINB 59 GAR 814, COVP 48	161 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0204	New SFR, M 1733, FINB 1744, GAR 965, COVP 60	5930 LOCHSA ST ST	033-2355-325.01-00	\$389.25
RCOM22-0216	New SFR, M 1732, FINB 1342, UN-FINB 145, COVP 62	185 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0325	New Single Family Dwelling	543 BOXWOOD DR	033-2355-325.01-00	\$389.25
RCOM22-0327	New SFR, M 1698, FINB 1446, UN-FINB 46, GAR 1104	2560 DESERT DR	033-2355-325.01-00	\$389.25
RCOM22-0334	New SFR, M 2473, FINB 1635, UNFINB 286, GAR 1067, COVP 397	406 ROCK HILL LN	033-2355-325.01-00	\$389.25
RCOM22-0337	New SFR	253 JUPITER HILLS DR	033-2355-325.01-00	\$389.25
RCOM22-0341	New SFR	1240 TERRY DR	033-2355-325.01-00	\$389.25
RCOM22-0347	New SFR - Attached	1076 BINGHAM AVE formally 1070	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0350	New SFR, M 1605, FINB 1547, GAR 879, COVP 30	5931 LOCHSA ST	033-2355-325.01-00	\$389.25
RCOM22-0359	New SFR, M 975, FINB 975, COVP 84	1136 BINGHAM AVE	033-2355-325.01-00	\$389.25
RCOM22-0360	New SFR - Attached, M 975, FINB 975, COVP 84	1138 BINGHAM AVE	033-2355-325.01-00	\$389.25
RCOM22-0371	New SFR, M 2412, FINB 1783, GAR 979, COVP	5611 GLASS MOUNTAIN BLVD	033-2355-325.01-00	\$389.25
RCOM22-0372	New SFR - Attached	1074 BINGHAM AVE	033-2355-325.01-00	\$389.25
RCOM22-0382	New SFR - Attached, M 975, FINB 975, COVP 84	1140 BINGHAM AVE	033-2355-325.01-00	\$389.25
RCOM22-0383	New SFR, M 1772, UN-FINB 1559, GAR 1054, COVP 54	5857 BROKEN STONE WAY	033-2355-325.01-00	\$389.25
Total				\$7,785.00

Payments Outstanding

IMP_FEE_SF02: IMPACT FEE SINGLE FAMILY FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0066	New MFR - Duplex, M 1133, GAR 462	1070 BINGHAM AVE	033-2355-325.01-00	\$389.25
RCOM22-0205	New SFR, M 1690, FINB 1676, GAR 876, COVP 26	5904 LOCHSA ST ST	033-2355-325.01-00	\$389.25
RCOM22-0206	New SFR, M 1684, FINB 1652, GAR 1040, COVP 29	5822 LOCHSA ST ST	033-2355-325.01-00	\$389.25
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	033-2355-325.01-00	\$389.25
RCOM22-0213	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	5847 LOCHSA ST	033-2355-325.01-00	\$389.25
RCOM22-0214	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	5877 LOCHSA ST	033-2355-325.01-00	\$389.25
RCOM22-0215	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	144 COLD SPRINGS DR	033-2355-325.01-00	\$389.25
RCOM22-0320	New SFR, M 1862, FINB 1224, UN-FINB 346, GAR 951, COVP 52	194 PALISADE DR	033-2355-325.01-00	\$389.25



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	033-2355-325.01-00	\$389.25
RCOM22-0331	New SFR	1464 W HOUSTON ST	033-2355-325.01-00	\$389.25
RCOM22-0336	New SFR - Attached, M 975, FINB 975, COVP 83	312 W 16TH ST	033-2355-325.01-00	\$389.25
RCOM22-0340	New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96	1598 PALM SPRINGS DR	033-2355-325.01-00	\$389.25
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	033-2355-325.01-00	\$389.25
RCOM22-0368	New SFR - Attached, Duplicate x 7	1303 Latah Ave	033-2355-325.01-00	\$389.25
RCOM22-0369	New SFR - Attached, Duplicate x 15	1319 Latah Ave	033-2355-325.01-00	\$389.25
RCOM22-0370	New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1	178 E ELVA ST	033-2355-325.01-00	\$389.25
RCOM22-0377	New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476	6102 SAND CASTLE PL	033-2355-325.01-00	\$389.25
RCOM22-0378	New SFR	356 E 7TH ST	033-2355-325.01-00	\$389.25
RCOM22-0386	New SFR, M 1863	4651 RADIANT DR	033-2355-325.01-00	\$389.25
Total				\$9,342.00

Payments Received

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM21-0756	New SFR, M 270, UPPR 270, GAR 508	3518 HANDLY AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0185	New SFR, M 1734, FINB 1390, UN-FINB 154, GAR 1051, COVP 28	5801 BROKEN STONE WAY	034-2755-325.01-00	\$1,390.50
RCOM22-0187	New SFR, M 1729, FINB 1442, UN-FINB 77, GAR 970, COVP 110	171 HIDEOUT DR	034-2755-325.01-00	\$1,390.50
RCOM22-0188	New SFR, M 1792, FINB 1462, UN-FINB 105, GAR 865, COVP 69	5885 BROKEN STONE WAY DR	034-2755-325.01-00	\$1,390.50
RCOM22-0189	New SFR, M 1722, FINB 1442, UN-FINB 59 GAR 814, COVP 48	161 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0204	New SFR, M 1733, FINB 1744, GAR 965, COVP 60	5930 LOCHSA ST ST	034-2755-325.01-00	\$1,390.50
RCOM22-0216	New SFR, M 1732, FINB 1342, UN-FINB 145, COVP 62	185 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0325	New Single Family Dwelling	543 BOXWOOD DR	034-2755-325.01-00	\$1,390.50
RCOM22-0327	New SFR, M 1698, FINB 1446, UN-FINB 46, GAR 1104	2560 DESERT DR	034-2755-325.01-00	\$1,390.50
RCOM22-0334	New SFR, M 2473, FINB 1635, UNFINB 286, GAR 1067, COVP 397	406 ROCK HILL LN	034-2755-325.01-00	\$1,390.50
RCOM22-0337	New SFR	253 JUPITER HILLS DR	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0341	New SFR	1240 TERRY DR	034-2755-325.01-00	\$1,390.50
RCOM22-0347	New SFR - Attached	1076 BINGHAM AVE formally 1070	034-2755-325.01-00	\$1,390.50
RCOM22-0350	New SFR, M 1605, FINB 1547, GAR 879, COVP 30	5931 LOCHSA ST	034-2755-325.01-00	\$1,390.50
RCOM22-0359	New SFR, M 975, FINB 975, COVP 84	1136 BINGHAM AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0360	New SFR - Attached, M 975, FINB 975, COVP 84	1138 BINGHAM AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0371	New SFR, M 2412, FINB 1783, GAR 979, COVP	5611 GLASS MOUNTAIN BLVD	034-2755-325.01-00	\$1,390.50
RCOM22-0372	New SFR - Attached	1074 BINGHAM AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0382	New SFR - Attached, M 975, FINB 975, COVP 84	1140 BINGHAM AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0383	New SFR, M 1772, UN-FINB 1559, GAR 1054, COVP 54	5857 BROKEN STONE WAY	034-2755-325.01-00	\$1,390.50
Total				\$27,810.00

Payments Outstanding

IMP_FEE_SF03: IMPACT FEE SINGLE FAMILY PARKS AND RECREATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0066	New MFR - Duplex, M 1133, GAR 462	1070 BINGHAM AVE	034-2755-325.01-00	\$1,390.50
RCOM22-0205	New SFR, M 1690, FINB 1676, GAR 876, COVP 26	5904 LOCHSA ST ST	034-2755-325.01-00	\$1,390.50
RCOM22-0206	New SFR, M 1684, FINB 1652, GAR 1040, COVP 29	5822 LOCHSA ST ST	034-2755-325.01-00	\$1,390.50
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	034-2755-325.01-00	\$1,390.50
RCOM22-0213	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	5847 LOCHSA ST	034-2755-325.01-00	\$1,390.50
RCOM22-0214	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	5877 LOCHSA ST	034-2755-325.01-00	\$1,390.50



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0215	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	144 COLD SPRINGS DR	034-2755-325.01-00	\$1,390.50
RCOM22-0320	New SFR, M 1862, FINB 1224, UN-FINB 346, GAR 951, COVP 52	194 PALISADE DR	034-2755-325.01-00	\$1,390.50
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	034-2755-325.01-00	\$1,390.50
RCOM22-0331	New SFR	1464 W HOUSTON ST	034-2755-325.01-00	\$1,390.50
RCOM22-0336	New SFR - Attached, M 975, FINB 975, COVP 83	312 W 16TH ST	034-2755-325.01-00	\$1,390.50
RCOM22-0340	New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96	1598 PALM SPRINGS DR	034-2755-325.01-00	\$1,390.50
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	034-2755-325.01-00	\$1,390.50
RCOM22-0368	New SFR - Attached, Duplicate x 7	1303 Latah Ave	034-2755-325.01-00	\$1,390.50
RCOM22-0369	New SFR - Attached, Duplicate x 15	1319 Latah Ave	034-2755-325.01-00	\$1,390.50
RCOM22-0370	New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1	178 E ELVA ST	034-2755-325.01-00	\$1,390.50
RCOM22-0377	New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476	6102 SAND CASTLE PL	034-2755-325.01-00	\$1,390.50
RCOM22-0378	New SFR	356 E 7TH ST	034-2755-325.01-00	\$1,390.50
RCOM22-0386	New SFR, M 1863	4651 RADIANT DR	034-2755-325.01-00	\$1,390.50
Total				\$33,372.00

Payments Received

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Paid Amount
RCOM21-0756	New SFR, M 270, UPPR 270, GAR 508	3518 HANDLY AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0185	New SFR, M 1734, FINB 1390, UN-FINB 154, GAR 1051, COVP 28	5801 BROKEN STONE WAY	035-4655-325.01-00	\$3,013.00
RCOM22-0187	New SFR, M 1729, FINB 1442, UN-FINB 77, GAR 970, COVP 110	171 HIDEOUT DR	035-4655-325.01-00	\$3,013.00
RCOM22-0188	New SFR, M 1792, FINB 1462, UN-FINB 105, GAR 865, COVP 69	5885 BROKEN STONE WAY DR	035-4655-325.01-00	\$3,013.00
RCOM22-0189	New SFR, M 1722, FINB 1442, UN-FINB 59 GAR 814, COVP 48	161 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0204	New SFR, M 1733, FINB 1744, GAR 965, COVP 60	5930 LOCHSA ST ST	035-4655-325.01-00	\$3,013.00
RCOM22-0216	New SFR, M 1732, FINB 1342, UN-FINB 145, COVP 62	185 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0325	New Single Family Dwelling	543 BOXWOOD DR	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0327	New SFR, M 1698, FINB 1446, UN-FINB 46, GAR 1104	2560 DESERT DR	035-4655-325.01-00	\$3,013.00
RCOM22-0334	New SFR, M 2473, FINB 1635, UNFINB 286, GAR 1067, COVP 397	406 ROCK HILL LN	035-4655-325.01-00	\$3,013.00
RCOM22-0337	New SFR	253 JUPITER HILLS DR	035-4655-325.01-00	\$3,013.00
RCOM22-0341	New SFR	1240 TERRY DR	035-4655-325.01-00	\$3,013.00
RCOM22-0347	New SFR - Attached	1076 BINGHAM AVE formally 1070	035-4655-325.01-00	\$3,013.00
RCOM22-0350	New SFR, M 1605, FINB 1547, GAR 879, COVP 30	5931 LOCHSA ST	035-4655-325.01-00	\$3,013.00
RCOM22-0359	New SFR, M 975, FINB 975, COVP 84	1136 BINGHAM AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0360	New SFR - Attached, M 975, FINB 975, COVP 84	1138 BINGHAM AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0371	New SFR, M 2412, FINB 1783, GAR 979, COVP	5611 GLASS MOUNTAIN BLVD	035-4655-325.01-00	\$3,013.00
RCOM22-0372	New SFR - Attached	1074 BINGHAM AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0382	New SFR - Attached, M 975, FINB 975, COVP 84	1140 BINGHAM AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0383	New SFR, M 1772, UN-FINB 1559, GAR 1054, COVP 54	5857 BROKEN STONE WAY	035-4655-325.01-00	\$3,013.00
Total				\$60,260.00

Payments Outstanding

IMP_FEE_SF04: IMPACT FEE SINGLE FAMILY TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
RCOM22-0066	New MFR - Duplex, M 1133, GAR 462	1070 BINGHAM AVE	035-4655-325.01-00	\$3,013.00
RCOM22-0205	New SFR, M 1690, FINB 1676, GAR 876, COVP 26	5904 LOCHSA ST ST	035-4655-325.01-00	\$3,013.00
RCOM22-0206	New SFR, M 1684, FINB 1652, GAR 1040, COVP 29	5822 LOCHSA ST ST	035-4655-325.01-00	\$3,013.00
RCOM22-0207	New SFR, M 1104, UPPR 1210, FINB 1123, GAR 1034, COVP 28	232 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0208	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	220 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0209	New SFR, M 1655, FINB 1643, GAR 911, COVP 31	206 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0210	New SFR, M 1690, FINB 1676, GAR 876, COVP 15	190 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0211	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	176 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

RCOM22-0212	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	148 HIDEOUT DR DR	035-4655-325.01-00	\$3,013.00
RCOM22-0213	New SFR, M 1812, FINB 1895, GAR 1268, COVP 49	5847 LOCHSA ST	035-4655-325.01-00	\$3,013.00
RCOM22-0214	New SFR, M 1837, FINB 1848, GAR 991, COVP 59	5877 LOCHSA ST	035-4655-325.01-00	\$3,013.00
RCOM22-0215	New SFR, M 1859, FINB 1896, GAR 1004, COVP 75	144 COLD SPRINGS DR	035-4655-325.01-00	\$3,013.00
RCOM22-0320	New SFR, M 1862, FINB 1224, UN-FINB 346, GAR 951, COVP 52	194 PALISADE DR	035-4655-325.01-00	\$3,013.00
RCOM22-0328	New SFR, M 2349, FINB 2349, GAR 1165, COVP 288	6443 DESERT PEAK DR	035-4655-325.01-00	\$3,013.00
RCOM22-0331	New SFR	1464 W HOUSTON ST	035-4655-325.01-00	\$3,013.00
RCOM22-0336	New SFR - Attached, M 975, FINB 975, COVP 83	312 W 16TH ST	035-4655-325.01-00	\$3,013.00
RCOM22-0340	New SFR, M 1807, UN-FINB 1806, GAR 840, COVP 96	1598 PALM SPRINGS DR	035-4655-325.01-00	\$3,013.00
RCOM22-0343	New SFR, M 1687, UN-FINB 1692, GAR 857, COVP 24	1634 PALM SPRINGS DR	035-4655-325.01-00	\$3,013.00
RCOM22-0368	New SFR - Attached, Duplicate x 7	1303 Latah Ave	035-4655-325.01-00	\$3,013.00
RCOM22-0369	New SFR - Attached, Duplicate x 15	1319 Latah Ave	035-4655-325.01-00	\$3,013.00
RCOM22-0370	New SFR - Attached, M 990, FINB 990, COVP 106 Duplicate x 1	178 E ELVA ST	035-4655-325.01-00	\$3,013.00
RCOM22-0377	New SFR, M 2237, UNFINB 1819, GAR 992, COVP 476	6102 SAND CASTLE PL	035-4655-325.01-00	\$3,013.00
RCOM22-0378	New SFR	356 E 7TH ST	035-4655-325.01-00	\$3,013.00
RCOM22-0386	New SFR, M 1863	4651 RADIANT DR	035-4655-325.01-00	\$3,013.00
Total				\$72,312.00

Payments Outstanding

IMP_NRESIND1: INDUSTRIAL IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	032-2055-325.01-00	\$685.13
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	032-2055-325.01-00	\$2,953.13
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	032-2055-325.01-00	\$118.13
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	032-2055-325.01-00	\$1,653.75
COM22-0141	Modular Building - Product Testing Facility, M 1192	1106 E IONA RD	032-2055-325.01-00	\$281.61
Total				\$5,691.75



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

Payments Outstanding

IMP_NRESIND2: INDUSTRIAL IMPACT FEE FIRE/EMS				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	033-2355-325.01-00	\$80.48
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	033-2355-325.01-00	\$346.88
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	033-2355-325.01-00	\$13.88
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	033-2355-325.01-00	\$194.25
COM22-0141	Modular Building - Product Testing Facility, M 1192	1106 E IONA RD	033-2355-325.01-00	\$33.08
Total				\$668.57

Payments Outstanding

IMP_NRESIND3: INDUSTRIAL IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	035-4655-325.01-00	\$2,125.70
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	035-4655-325.01-00	\$9,162.50
COM22-0125	New Metal Structure to House Air System-INL	756 MK SIMPSON BLVD	035-4655-325.01-00	\$366.50
COM22-0128	Eaglerock Storage Building _7420 sq foot Storage Bldg.	845 MILLIGAN RD	035-4655-325.01-00	\$5,131.00
COM22-0141	Modular Building - Product Testing Facility, M 1192	1106 E IONA RD	035-4655-325.01-00	\$873.74
Total				\$17,659.44

Payments Outstanding

IMP_NRESOFF1: OFFICE IMPACT FEE POLICE				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	032-2055-325.01-00	\$1,946.70
COM22-0072	New building construction	4040 CRESTWOOD LN	032-2055-325.01-00	\$1,854.00
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	032-2055-325.01-00	\$6,952.50
Total				\$10,753.20

Payments Outstanding

IMP_NRESOFF2: OFFICE IMPACT FEE FIRE/EMS				
--	--	--	--	--



Fee Payments Received and Outstanding

City of Idaho Falls

Date Range Between 6/1/2022 and 8/31/2022

Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	033-2355-325.01-00	\$242.55
COM22-0072	New building construction	4040 CRESTWOOD LN	033-2355-325.01-00	\$231.00
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	033-2355-325.01-00	\$866.25
Total				\$1,339.80

Payments Outstanding

IMP_NRESOFF3: OFFICE IMPACT FEE TRANSPORTATION				
Record Number	Description	Address	Account #	Outstanding Payment
COM22-0019	208 Gun Shop-SHELL ONLY	2748-2750 N HOLMES AVE	035-4655-325.01-00	\$6,048.00
COM22-0072	New building construction	4040 CRESTWOOD LN	035-4655-325.01-00	\$5,760.00
COM22-0119	First Call Jewel New Shell and Build Out	1255 CHAFFIN LN	035-4655-325.01-00	\$21,600.00
Total				\$33,408.00

Grand Total \$307,441.26

Memorandum

File #: 21-622

City Council Meeting

FROM: Josh Roos, Treasurer
DATE: Tuesday, August 30, 2022
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for July 2022

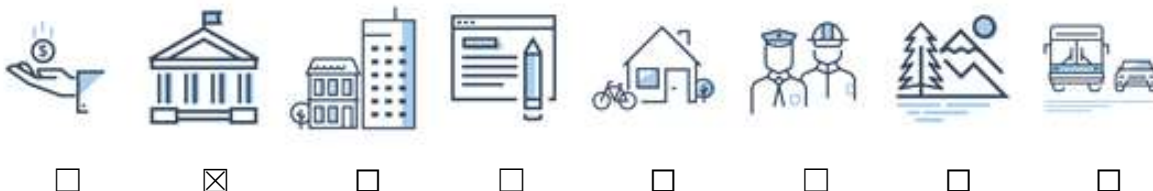
Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Accept and approve the Treasurer's Report for the month-ending July 2022 (or take other action deemed appropriate).

Description, Background Information & Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2022, total cash, and investments total \$163.9M. Total receipts received and reconciled to the general ledger were reported at \$36.4M, which revenues of \$32.9M and interdepartmental transfers of \$3.5M. Total distributions reconciled to the general ledger were reported at \$21.2M, which includes salary and benefits of \$6.1M, operating costs of \$11.6M and interdepartmental transfers of \$3.5M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$150.6M. Additional expenditure and revenue reports are being included to provide more detailed information for the monthly reporting.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.



City-Wide Actual Cash & Investments by Fund

FY 2021-2022 July

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments
1	GENERAL	26,452,420	33,790	15,522,223	6,665,339	35,309,304
10	STREET	4,655,734	6,011	4,969,327	494,564	9,130,497
11	RECREATION	189,030	244	317,041	275,067	231,004
12	LIBRARY	3,645,815	4,707	802,926	158,791	4,289,950
13	AIRPORT PFC FUND	1,447,462	1,869	133,190	-	1,580,652
14	MUNICIPAL EQUIP. REPLCMT.	-	-	-	-	-
15	EL. LT. WEATHERIZATION FD	3,717,785	4,800	23,421	40,214	3,700,992
16	BUSINESS IMPRV. DISTRICT	109,125	141	28,751	25,500.00	112,376
18	GOLF	(266,187)	(344)	565,355	347,388	(48,220)
19	SELF-INSURANCE FD.	3,016,599	4,024	211,263	116,549	3,111,313
20	HEALTH & ACCIDENT INSUR.	4,521,409	5,837	21,504	0.00	4,542,913
23	EMERGENCY MEDICAL SERVICES	391,299	505	821,273	542,788	669,783
24	WILDLAND	623,088	804	349,412	508,256	464,244
32	POLICE IMPACT FEES	1,442	2	965	5	2,402
33	FIRE IMPACT FEES	1,168	2	704	4	1,868
34	PARKS IMPACT FEES	4,172	5	2,357	14	6,514
35	STREETS IMPACT FEES	9,039	12	4,361	31	13,368
41	MUNICIPAL CAPITAL IMP.	2,513,702	3,245	269,294	205,718	2,577,278
42	STREET CAPITAL IMPROVEMENT	827,255	1,068	3,934	40,477	790,713
43	BRIDGE & ARTERIAL STREET	893,393	1,153	32,316	7,664	918,045
45	SURFACE DRAINAGE	199,680	258	2,157	-	201,837
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,295,144	1,672	43,055	82,403	1,255,796
47	PARKS CAPITAL IMPROVEMENT	(44,458)	(57)	1,028	7,482	(50,913)
49	ZOO CAPITAL IMPROVEMENT	390,836	505	18,425	41,047	368,214
50	CIVIC AUDITORIUM CAPITAL IMP.	200,344	259	953	-	201,297
51	GOLF CAPITAL IMP.	56,161	73	41,613	-	97,774
52	POLICE CAPITAL IMPROVEMENT	(321,759)	-	2,957,533	2,637,664	(1,890)
60	AIRPORT	907,731	1,172	660,340	508,791	1,059,279
61	WATER	19,449,533	25,110	1,046,457	1,223,758	19,272,233
62	SANITATION	5,539,826	7,152	539,406	466,882	5,612,350
64	IDAHO FALLS POWER	36,764,945	46,161	5,541,515	4,732,718	37,573,742
67	FIBER	418,931	541	244,931	350,158	313,704
68	WASTEWATER	31,146,935	40,212	1,196,970	1,747,945	30,595,960
TOTAL		148,757,598	190,933	36,374,001	21,227,220	163,904,379

FY 2020-2021 July

Ending Cash & Investments
22,981,296
6,929,846
54,828
4,538,574
353,608
5,949,056
3,527,578
104,724
(59,876)
3,317,995
4,632,004
(1,049,177)
374,337
-
-
-
-
2,694,244
1,016,851
896,017
249,578
1,081,901
(295,950)
402,825
204,724
361,010
(534,529)
1,437,658
15,913,790
5,846,609
40,974,985
170,672
28,425,946
150,501,124



City-Wide Revenue to Actual by Fund

FY 2021-2022 July

#	Fund	Adjusted Budget	July 2022 Receipts	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	53,588,052	12,687,201	50,641,507	(2,946,545)	95%
10	STREET FUND	7,940,709	4,947,364	10,296,540	2,355,831	130%
11	RECREATION FUND	3,434,554	319,937	1,876,065	(1,558,489)	55%
12	LIBRARY FUND	3,641,394	802,926	3,250,921	(390,473)	89%
13	AIRPORT PFC FUND	-	133,190	1,037,824	1,037,824	0%
14	MERF Fund	2,419,100	-	-	(2,419,100)	0%
15	EL PUBLIC PURPOSE FUND	1,208,000	29,248	380,205	(827,795)	31%
16	BUS IMP DISTRICT	90,000	28,751	91,316	1,316	101%
18	GOLF FUND	3,010,540	547,121	2,712,914	(297,626)	90%
19	RISK MANAGEMENT FUND	1,955,503	147,995	1,334,240	(621,263)	68%
20	HEALTH INSURANCE FUND	50,000	21,504	(66,017)	(116,017)	-132%
23	EMERGENCY MEDICAL SERVICE	7,097,114	700,495	7,027,576	(69,538)	99%
24	WILDLAND FIRE	1,200,000	348,758	1,168,217	(31,783)	97%
32	POLICE IMPACT FEES	-	960	2,402	2,402	0%
33	FIRE IMPACT FEES	-	700	1,868	1,868	0%
34	PARKS & REC IMPACT FEES	-	2,343	6,514	6,514	0%
35	STREETS IMPACT FEES	-	4,329	13,368	13,368	0%
41	MUNICIPAL CAP IMP	810,618	269,294	728,638	(81,980)	90%
42	STREET CAP IMP	307,000	(36,543)	66,776	(240,224)	22%
43	BRIDGE & ARTERIAL FUND	160,000	27,919	147,670	(12,330)	92%
45	SURFACE DRAINAGE FUND	41,500	2,050	18,845	(22,655)	45%
46	TRAFFIC LIGHT CAP IMP	436,596	41,626	307,495	(129,101)	70%
47	PARKS CAP IMP	65,000	971	1,263,394	1,198,394	1944%
48	FIRE CAP IMP	401,524	144,271	422,472	20,948	105%
49	ZOO CAP IMP	2,000,000	18,425	120,678	(1,879,322)	6%
50	CIVIC AUDITORIUM CAP IMP	200,000	953	(3,291)	(203,291)	-2%
51	GOLF CAP IMP	291,600	41,613	249,068	(42,532)	85%
52	POLICE CAP IMP	30,000,000	2,957,533	4,885,237	(25,114,763)	16%
60	AIRPORT FUND	14,947,300	697,067	5,383,038	(9,564,262)	36%
61	WATER FUND	11,762,500	1,281,203	11,671,721	(90,779)	99%
62	SANITATION FUND	5,214,000	579,775	5,160,471	(53,529)	99%
64	ELECTRIC LIGHT FUND	68,045,982	5,884,059	56,270,904	(11,775,078)	83%
67	FIBER	1,251,455	332,443	1,973,343	721,888	158%
68	WASTEWATER	12,874,000	1,350,878	11,210,173	(1,663,827)	87%
TOTAL		234,444,041	34,316,359	179,652,092	(54,791,949)	77%

Based on Months 83.33%
Based on Payroll 80.77%

FY 2020-2021 July

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
49,287,797	46,260,671	(3,027,126)	94%
6,918,181	9,205,929	2,287,748	133%
3,058,480	1,946,139	(1,112,341)	64%
3,625,707	3,730,432	104,725	103%
0	353,608	353,608	0%
2,200,000	2,312,149	112,149	105%
1,208,000	573,789	(634,211)	47%
90,000	90,701	701	101%
2,733,173	2,520,118	(213,055)	92%
1,990,496	1,181,945	(808,551)	59%
2,000,000	12,639	(1,987,361)	1%
6,928,974	6,396,794	(532,180)	92%
1,180,000	1,853,622	673,622	157%
-	-	-	0%
-	-	-	0%
-	-	-	0%
-	-	-	0%
810,618	956,200	145,582	.
615,000	666,383	51,383	108%
160,000	141,550	(18,450)	88%
41,500	35,712	(5,788)	86%
467,600	296,800	(170,800)	63%
1,552,000	12,886	(1,539,114)	1%
401,524	482,875	81,351	120%
1,167,000	243,228	(923,772)	21%
-	557	557	0%
3,291,181	242,872	(3,048,309)	7%
-	1,008	1,008	0%
15,426,601	16,205,737	779,136	105%
11,246,500	9,874,592	(1,371,908)	88%
4,704,000	4,958,782	254,782	105%
81,433,525	51,447,132	(29,986,393)	63%
922,064	3,855,026	2,932,962	418%
12,535,000	11,161,978	(1,373,022)	89%
215,994,921	177,021,857	(38,973,064)	82%



General Fund Revenue to Actual

FY 2021-2022 July

Description	Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	32,239,503	31,118,599	(1,120,904)	97%
LICENSES & PERMITS REVENUE	1,388,500	1,470,433	81,933	106%
FEDERAL GRANTS	355,555	16,433	(339,122)	5%
STATE GRANTS	2,154,325	970,923	(1,183,402)	45%
STATE SHARED REVENUES	7,257,712	8,447,564	1,189,852	116%
LOCAL SHARED REVENUES	2,305,546	2,257,501	(48,045)	98%
PAYMENT IN-LIEU-TAX	4,635,075	3,852,897	(782,178)	83%
GENERAL GOVERNMENT	535,500	657,133	121,633	123%
ZOO	722,253	532,761	(189,492)	74%
PARKS	370,000	245,300	(124,700)	66%
CEMETERY	175,000	142,195	(32,805)	81%
ANIMAL CONTROL & SHELTER	116,000	71,602	(44,398)	62%
COMMUNITY FACILITIES	128,000	71,895	(56,105)	56%
FINES & FORFEITURES	258,000	175,165	(82,835)	68%
LIABILITY INSURANCE	120,000	(1,193)	(121,193)	-1%
INTEREST INCOME	-	240,399	240,399	
MARKET ADJUSTMENT	-	(654,612)	(654,612)	
RENTALS & LEASES	111,000	77,144	(33,856)	69%
REFUNDS	212,000	301,894	89,894	142%
CONTRIBUTIONS--PRIVATE SOURCES	360,550	132,811	(227,739)	37%
OTHER MISCELLANEOUS REV.	588,533	518,581	(69,952)	88%
MERF DEPRECIATION	-	1,116,083	1,116,083	
OTHER FINANCING SOURCES	(455,000)	(1,120,000)	(665,000)	246%
GENERAL FUND TOTAL	53,578,052	50,641,507	(2,936,545)	95%

Based on Months 83.33%
Based on Payroll 80.77%

FY 2020-2021 July

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
30,634,885	29,066,515	(1,568,370)	95%
1,405,550	1,355,853	(49,697)	96%
234,000	6,126	(227,874)	2261%
1,625,500	1,055,861	(569,639)	188%
6,786,040	7,277,780	491,740	107%
2,257,791	2,187,038	(70,753)	97%
4,456,357	3,709,464	(746,893)	83%
513,200	592,881	79,681	116%
589,000	555,988	(33,012)	94%
413,000	123,653	(289,347)	30%
175,000	187,945	12,945	107%
101,500	68,836	(32,664)	68%
128,450	37,936	(90,514)	30%
286,450	219,043	(67,407)	76%
150,000	3,501	(146,499)	2%
-	175,482	175,482	
-	(141,033)	(141,033)	
114,000	98,068	(15,932)	86%
202,000	149,899	(52,101)	74%
137,000	70,495	(66,505)	51%
641,500	14,249	(627,251)	2%
-	-	-	
(1,563,426)	(554,907)	1,008,519	35%
49,287,797	46,260,671	(3,027,126)	94%



City-Wide Expenditures-Budget to Actual by Fund

FY 2021-2022 July

#	Fund	Adjusted Budget	July 2022 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	GENERAL FUND	56,331,284	3,977,692	39,313,186	70%	3,646,738	42,959,923	13,371,361
10	STREET FUND	9,603,761	504,872	5,160,778	54%	2,357,777	7,518,556	2,085,206
11	RECREATION FUND	3,495,319	274,901	2,681,190	77%	113,150	2,794,340	700,979
12	LIBRARY FUND	4,464,135	158,791	2,608,150	58%	291,628	2,899,777	1,564,358
13	AIRPORT PFC FUND	-	-	-	0%	-	-	-
14	MERF Fund	-	-	-	0%	508,654	508,654	(508,654)
15	EL PUBLIC PURPOSE FUND	1,208,000	40,214	220,820	18%	-	220,820	987,180
16	BUS IMP DISTRICT	85,500	25,500	85,500	100%	-	85,500	-
18	GOLF FUND	3,116,067	378,378	2,495,942	80%	213,602	2,709,544	406,523
19	RISK MANAGEMENT FUND	3,914,496	(4,280)	1,691,889	43%	26,884	1,718,773	2,195,723
20	HEALTH INSURANCE FUND	60,000	-	20,000	33%	-	20,000	40,000
23	EMERGENCY MEDICAL SERVICE	6,936,750	422,010	5,279,445	76%	71,741	5,351,186	1,585,564
24	WILDLAND FIRE	1,039,132	510,334	756,723	73%	18,864	775,587	263,545
41	MUNICIPAL CAP IMP	1,080,831	205,718	400,171	37%	286,640	686,812	394,019
42	STREET CAP IMP	4,750,000	-	86,066	2%	161,451	247,516	4,502,484
43	BRIDGE & ARTERIAL FUND	350,000	7,664	32,543	9%	23,057	55,600	294,400
45	SURFACE DRAINANGE FUND	50,000	0	808	2%	-	808	49,192
46	TRAFFIC LIGHT CAP IMP	545,000	81,161	293,442	54%	174,010	467,451	77,549
47	PARKS CAP IMP	292,919	7,425	426,237	146%	971,780	1,398,017	(1,105,098)
48	FIRE CAP IMP	-	-	-	0%	-	-	-
49	ZOO CAP IMP	1,872,523	41,047	156,863	8%	69,969	226,832	1,645,691
50	CIVIC AUDITORIUM CAP IMP	200,000	-	-	0%	-	-	200,000
51	GOLF CAP IMP	275,000	-	734,024	267%	141,147	875,170	(600,170)
52	POLICE CAP IMP	30,000,000	2,637,664	3,733,991	12%	21,532,178	25,266,169	4,733,831
90	CONTINGENCY	14,070,291	-	-	0%	-	-	14,070,291
60	AIRPORT FUND	14,982,017	503,434	5,323,726	36%	1,635,430	6,959,156	8,022,861
61	WATER FUND	19,547,021	931,966	6,471,747	33%	3,591,815	10,063,562	9,483,459
62	SANITATION FUND	6,333,350	466,590	4,916,395	78%	572,497	5,488,892	844,458
64	ELECTRIC LIGHT FUND	82,487,907	5,255,221	56,588,090	69%	3,954,683	60,542,772	21,945,135
67	FIBER	6,293,260	367,984	4,237,002	67%	1,999,842	6,236,844	56,416
68	WASTEWATER	21,507,174	1,741,102	7,430,738	35%	3,234,082	10,664,820	10,842,354
	TOTAL	294,891,737	18,535,391	151,145,463	51%	45,597,619	196,743,082	98,148,655

Based on Months 83.33%

Based on Payroll 80.77%

FY 2020-2021 July

Adjusted Budget	YTD Total Expenses	% of Actual to Budget
52,789,041	37,702,458	71%
8,048,438	4,432,586	55%
3,421,102	1,621,252	47%
6,602,948	2,283,265	35%
-	-	0%
3,966,535	1,779,273	45%
1,000,000	315,968	32%
85,000	85,500	101%
2,868,555	2,396,577	84%
3,811,292	1,112,508	29%
60,000	33,000	55%
7,438,548	5,511,388	74%
966,932	594,502	61%
1,000,000	228,980	23%
1,700,000	890,564	52%
350,000	150,345	43%
150,000	-	0%
715,204	231,510	32%
1,675,000	232,847	14%
-	-	0%
1,065,000	72,555	7%
200,000	-	0%
3,240,000	166,610	5%
-	535,537	0%
32,470,446	-	0%
19,589,951	18,124,517	93%
13,015,195	6,279,132	48%
6,353,208	4,158,599	65%
88,900,255	54,684,375	62%
6,621,946	4,054,106	61%
14,218,637	7,178,728	50%
282,323,233	154,856,684	55%



General Fund Expenditures- Budget to Actual by Department

FY 2021-2022 July

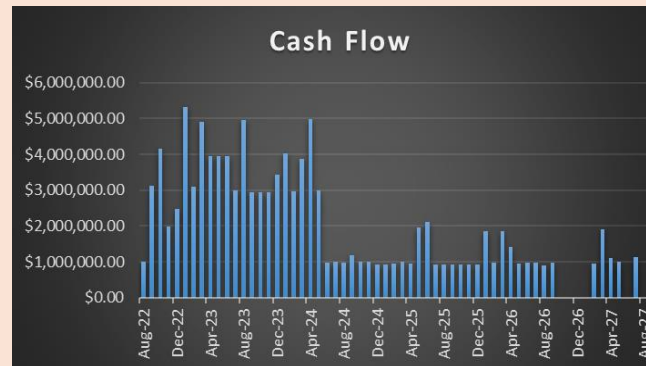
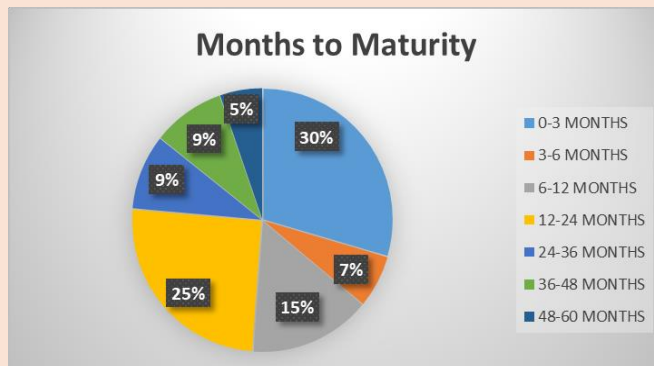
#	Department	Adjusted Budget	July 2022 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	MAYOR & COUNCIL	863,012	155,002	423,096	49%	55,953	479,048	383,964
1	LEGAL	423,563	28,900	380,151	90%	5,149	385,300	38,263
1	MUNICIPAL SERVICES	5,049,336	497,268	4,012,146	79%	1,230,695	5,242,841	(193,505)
1	COMMUNITY DEVELOPMENT	3,779,653	221,233	2,303,437	61%	141,926	2,445,363	1,334,290
1	HUMAN RESOURCES	390,102	27,273	267,650	69%	28,522	296,172	93,930
1	POLICE	20,141,629	1,358,316	14,082,794	70%	396,642	14,479,436	5,662,193
1	FIRE	13,406,241	715,180	10,615,978	79%	391,135	11,007,113	2,399,128
1	PARKS	10,206,824	815,350	6,431,290	63%	1,007,386	7,438,677	2,768,147
1	GENERAL FUND PUBLIC WORKS	2,070,924	159,170	796,644	38%	389,328	1,185,973	884,951
	TOTAL	56,331,284	3,977,692	39,313,186	70%	3,646,738	42,959,923	13,371,361

Based on Months 83.33%
Based on Payroll 80.77%

FY 2020-2021 July		
Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
641,483	235,991	37%
558,984	393,016	70%
4,806,563	2,665,517	55%
3,644,794	2,346,332	64%
365,837	181,889	50%
18,259,319	13,829,152	76%
13,234,347	10,887,366	82%
8,975,614	6,252,738	70%
2,302,100	910,457	40%
52,789,041	37,702,458	71%

July 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$44,458,634.55	29.51%
3-6 MONTHS	\$9,787,621.98	6.50%
6-12 MONTHS	\$22,807,684.40	15.14%
12-24 MONTHS	\$38,030,091.39	25.24%
24-36 MONTHS	\$13,961,842.57	9.27%
36-48 MONTHS	\$13,631,139.46	9.05%
48-60 MONTHS	\$7,968,003.59	5.29%
Total	\$150,645,017.94	100.00%



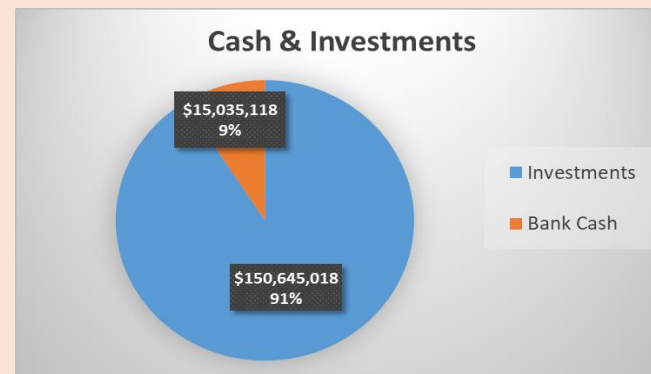
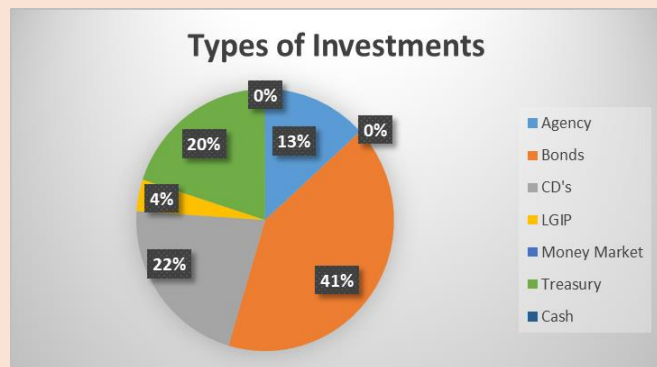
- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.

- Currently the City is at 24 percent of the portfolio is invested beyond 24 months.

July 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$19,874,381.52	13%
Bonds	\$62,358,701.31	41%
CD's	\$32,369,153.37	21%
LGIP	\$5,907,295.70	4%
Money Market	\$0.00	0%
Treasury	\$30,077,539.87	20%
Cash	\$57,946.17	0.04%
Total	\$150,645,017.94	100.00%

BROKER	AMOUNT	%
LPL	\$256,838	0.17%
LGIP	\$5,907,296	3.92%
Wells Fargo	\$131,400,951.84	87.23%
DA Davidson	\$524,990.82	0.35%
WAFED	\$261,381.26	0.17%
Lookout CU	\$278,135.61	0.18%
Key Bank	\$5,447,754.16	3.62%
Idaaho Central CU	\$4,496,898	2.99%
Bank of Commerce	\$2,070,772	1.37%
Total	\$150,645,017.94	100.00%



- COIF Investment Policy states that no more than 50% of the portfolio may be invested in one type of security.

- Yearly Investment Comparison

- City Investment Portfolio

2021: \$139.0M

2022: \$150.6M

- Total Cash & Investment

2021: \$150.5M

2022: \$163.9M

Memorandum

File #: 21-634

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Friday, September 2, 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

August 22, 2022 City Council Work Session; and August 25, 2022 City Council Meeting

Alignment with City & Department Planning Objectives



- ☐ ☒ ☐ ☐ ☐ ☐ ☐ ☐

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

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

August 22, 2022 Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, August 22, 2022, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

Call to Order and Roll Call

There were present:

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

Absent:

Councilor John Radford

Also present:

Bryce Johnson, Police Chief
Eric Isom, Greater Idaho Falls Police Foundation Chair
Don Stevens, Greater Idaho Falls Police Foundation Co-chair
Tony Lima, Greater Idaho Falls Police Foundation
Janet Allen, Greater Idaho Falls Police Foundation
Royce Clements, Greater Idaho Falls Police Foundation
Chris Fredericksen, Public Works Director
Chris Canfield, Assistant Public Works Director
Joel Tisdale, Police Captain
Duane Nelson, Fire Chief
Eric Day, Division Fire Chief
Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. with the following items:

Calendars, Announcements, Reports, Updates, Questions, and Discussion:

Mayor Casper distributed calendar items for August and September. She stated the City Health and Benefits Fair as well as a Brownfields 101 Webinar will be held August 24, the final approval of the budget will occur August 25, a commissioning of a new Police Captain will be held August 26, and six firefighters are currently deployed.

Liaison Reports and Councilmember Concerns:

Council President Dingman stated the BMX State finals will be held August 26-28.

Councilor Hally had no items to report.

Councilor Francis stated the Bonneville County Commissions have recently approved the E911 Dispatching Operations Agreement as well as the Law Enforcement Building (LEB) Lease Agreement. These items will be included on the August 25, 2022, City Council Meeting agenda.

August 22, 2022 Council Work Session - Unapproved

Councilor Freeman stated aha! Airlines will depart from Idaho Falls on Thursdays and Sundays, noting flights in general have increased from the previous year. He also stated the recently held UAMPS (Utah Associated Municipal Power Systems) conference included topics related to fish, electric vehicles, wildfires, and Cyber security among other things.

Councilor Burtenshaw stated there may be intermittent closures on 25th Street heading west.

Police Department/Presentation: K9 Foundation:

Mayor Casper stated the Greater Idaho Falls Police Foundation has facilitated the donation of dollars to procure the K9s. She believes the city is fortunate to have the K9s team with the experienced officers/handlers. Chief Johnson stated Idaho Falls has traditionally had three dual-purpose K9s, noting the city now has six K9s due to community partnerships. He provided information for Argo, who is a dual-purpose dog for narcotics detection, apprehension, and handler protection, noting the city purchased Argo from a hospital K9 Program; Skadi, who is a single-purpose explosives ordinance detection dog, noting she was rescued from the Blackfoot Animal Shelter; and Ardis, who is a single-purpose electronic source detection dog. Chief Johnson also recognized additional K9s not in attendance, Harry and Rocky, who are getting ready to retire (a retirement ceremony will be forthcoming) as well as three officers who are currently on travel for three additional K9 purchases for drug/detention dogs. Handler/Detective David Shanor presented Skadi, a Belgian Malinois, stating training will begin in the near future. He believes the Foundation was instrumental in getting Skadi. He explained Skadi's duties, and he believes she will be a great tool for safety. Per Mayor Casper, Chief Johnson stated the dogs live with the handlers, and they will have a space at the new facility. He also stated handlers will typically keep the dog(s) once they've retired. He recognized Officer Gabe Klepich as being the master instructor for the State of Idaho. Handler/Detective Jared Mendenhall presented Ardis, an English Lab, stating Ardis is one of two dogs in the State of Idaho as an electronic source device detection K9. He also stated he is working with dispatch for elementary school presentations. Handler/Officer Mitch Bierma presented Argo, a German Shepherd, stating he is always working so extra caution must be used with people. He explained the 16 drive and characteristics for a K9. Officer Bierma expressed his appreciation to all those who support the K9 program as he stated K9 funding is not always easy. He recognized the ability to utilize a dog as a tool versus a human. Chief Johnson recognized additional community partners including the INL (Idaho National Laboratory), and Project Underground Railroad with the K9 Program, stating the Greater Idaho Falls Police Foundation has provided more than \$30,000 to help the K9 program as well as helping with other grants. He expressed his appreciation to this Foundation. Mr. Isom introduced the board members, as well as recognizing board members Nate Christensen, Carla McDaniel, and Chris Lee who were not in attendance. He also recognized the Advisory Committee consisting of Austin Allen, Casey Jackman, Randy Hughes, and Stephanie Taylor-Thompson. Mr. Isom stated the Foundation, with the primary goals related to mental health and addiction recovery, formally formed in October 2020, including fundraising efforts. He read the Mission Statement for the Greater Idaho Falls Police Foundation, stating the forming pillars are police equipment, training, mental health and addiction recovery, and community outreach. Ms. Allen stated her relationship with the Idaho Falls Police Department (IFPD) began approximately seven years ago. She shared her personal experience of joining this foundation as well as discussion/conversation regarding the Cross Foundation. She believes first responders are the most vulnerable population. Mr. Stevens stated the first Foundation event, a two-day event for emotional support and wellness for officers, occurred in February 2021 at Watersprings. He also stated the Foundation paid for this event, and for an officer and their significant other to attend. Mr. Stevens stated the Foundation partnered with the Cross Foundation for the \$30,000 grant, they have partnered with the IFPD for an additional \$173,000 grant, they are actively fundraising, they are seeking grant money from the INL, and they want to support the ISP (Idaho State Police) with a motorcycle purchase for urban areas. Mr. Isom stated seed money for the Foundation came from Melaleuca, Ball Ventures, and Bank of Idaho with a contribution of \$4,000 each. He believes the best is yet to come, and he requested support and to help spread the word of the Foundation. Mayor Casper expressed her appreciation for

August 22, 2022 Council Work Session - Unapproved

this support. Mr. Lima shared the Foundation's website. He believes there's a community role. Chief Johnson expressed his appreciation for these individuals.

Public Works/Construction Update: Idaho Falls Police Complex:

Mr. Canfield reviewed the project schedule, and the construction schedule for the main building (noting the masonry block that was originally scheduled to start in the following week will not arrive until October 2022) and the auxiliary building. He also reviewed the construction budget status – original contract = \$23,847,576, noting there has been one change order for additional asbestos abatement removal in the amount of \$17,530.12; the current construction contract = \$23,865,106.12; and work complete through July 2022 = \$3,994,333.44, stating the complete and contract time through July 2022 are both at 17%. He displayed photos including the layout, the main footing, the mechanical building footing, the roof system delivery, the auxiliary building footing, and the main footing wall. Mr. Canfield reviewed the Project "Hard Costs" Construction, totaling \$23,943,702; the Project and Additional "Soft Costs", including the FF&E (furniture, fixtures, and equipment), totaling \$4,437,441; and Owner's Project Contingency (Construction) 5%, totaling \$1,225,743; for a total project cost of \$29,606,886. Director Alexander explained the FF&Es. Captain Tisdale explained the moving costs and audited evidence lockers. Mayor Casper stated this project is an in-house team effort that has not been used before. She expressed her gratitude for this process. Mr. Canfield stated the project began in April 2022 with anticipated completion date for October 24, 2023. General comments followed, including any repercussions to the block supplier. Per Mayor Casper, Mr. Canfield indicated he spends 10-25% of his time on this project.

Fire Department and Municipal Services/Presentation: Ambulance Collections:

Division Chief Day displayed Ambulance Call Volume by Year from 2007-2021, stating the number of calls continues to increase which affects the amount requested for write-offs. He believes this trajectory will continue. Per Councilor Hally, Division Chief Day believes this increase may have been impacted by COVID-19 (Coronavirus), although he emphasized the amount of growth. Director Alexander reviewed the Ambulance Write-offs by Year and Call Volume from 2009-2021, stating the billing contract with Wittman began in 2014, and the Professional Credit Contract for collections began in 2016. She commended this company for their work on collections, stating collections have increased from 4% on old accounts to 11-12% on new electronic accounts. She also reviewed the combined totals of ambulance write-offs: Medicare – 53%, Medicaid – 25%, contractual – 5%, collection agency – 14%, and hardships – 3%. Division Chief Day stated the Medicare and Medicaid amounts have been fairly consistent. He believes the effort to collect is the goal of the group. Director Alexander reviewed the collection industry timelines, noting the goal is to collect ASAP. She also reviewed the 2021/22 Write-off Requests, totaling \$3,827,633, noting these amounts are from 2017-2021. She indicated this write-off request will be included on the September 8, 2022, City Council Meeting agenda. Division Chief Day explained ways to pursue additional money through the insurance companies. Per Councilor Freeman, Division Chief Day stated the city typically collects approximately 50% of total gross charges. He also stated Medicaid is reviewing their collection data for any adjustment to ambulance reimbursement rates. Director Alexander noted this annual presentation assists with the auditors. Per Councilor Burtenshaw, Division Chief Day stated the budget is built around actual revenue. Per Councilor Freeman, Chief Nelson stated half the service is supported by the tax dollar and the remaining half is paid by the user fee. Director Alexander reminded the council that the Ambulance Committee meets monthly, and they meet with the collection agency quarterly. Chief Nelson noted Medicare and Medicaid make up approximately 65% of call volume.

Municipal Services/Follow-up Discussion of August 11 Budget Hearing:

Mayor Casper stated, per discussion with a quorum of the councilmembers, the August 23 follow-up budget meeting has been canceled. It was noted there was no concern by the councilmembers with the proposed budget as presented. Director Alexander recapped the Property Tax Levy and Valuation presentation at the August 8, 2022,

August 22, 2022 Council Work Session - Unapproved

City Council Work Session. She stated, since that time, she was notified that the county is going to perform an analysis in the upcoming days which could possibly change the levy rate number of 0.00602239. Mayor Casper stated the city certifies dollars, which are based on those county numbers. She believes any slight budget adjustment could come from the Contingency Fund, although, any large amount may delay the budget approval. Council President Dingman clarified another public hearing would not be required if the maximum budget amount does not increase. She believes the council should proceed with the current schedule.

Fire Department/Discussion: APCO (Association of Public-Safety Communications Officials-International) Dispatching Software:

Chief Nelson stated this software was approved by the ARPA (American Rescue Plan Act of 2021) Committee and then approved by council. He also stated the software packages and dispatch contracts are held between dispatch and Bonneville County. He indicated the Idaho Falls Fire Department (IFFD) requested a software change as the dispatch software does not meet the IFFD needs. Chief Nelson stated the MOU (Memorandum of Understanding) is an agreement to the county that states IFFD will pay for the software. He is hoping for implementation by January 1. He also stated the approved MOU would then move to the commissioners, noting the cost amounts to \$75,854.12, including a \$10,000 annual maintenance. Per Councilor Francis, Chief Nelson stated Bonneville County will pay for the cost upfront with full reimbursement from the IFFD. Per Councilor Burtenshaw, Chief Nelson stated this software has no benefit to the county, and the current software is unable to prioritize calls. Discussion followed regarding the current software system and the costs. Per Councilor Francis, Chief Nelson stated the City of Ammon could potentially benefit if they would pay. He believes this would be a huge advantage for EMS (Emergency Medical Services). Chief Nelson and Division Chief Day explained the current process and the proposed process, stating there's an upside to the safety side. Following additional comments, this item will be included on the August 25, 2022, City Council Meeting agenda.

The council then took a break at 4:59 p.m. to travel to tour the site at 370 E. 65th S. The council reconvened at 5:24 p.m.

Fire Department/Onsite Tour and Discussion of Fire Station Property:

Chief Nelson stated the property, currently owned by the Bonneville County Fire District #1, consists of 1.2 acres, with services provided by well, septic, and Rocky Mountain Power. He is hoping to acquire additional property on the east or south sides of the property to allow additional parking. He indicated the current price to the property is \$1,535M, noting this is a slight increase from the previous \$1.2M as was discussed at the April 11, 2022, City Council Work Session. Chief Nelson stated the facility includes six bedrooms, two bathrooms, a double-deep bay with heated floors, and an exhaust system similar to Station #1. He believes the facility 'as-is' is move-in ready, although, bedroom doors and lockers would be needed at an approximate cost of \$16,000, noting equipment could be transferred from Station #3. He indicated personnel could be provided from the SAFER (Staffing for Adequate Fire and Emergency Response) Grant. He also indicated Idaho Falls Regional Airport (IDA) has agreed to pay for the US Digital Designs alerting software. He believes the facility could be annexed and connected to city services following expansion of 65th South.

There being no further business, the meeting adjourned at 5:41 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, August 25, 2022

7:30 PM

City Council Chambers

1. Call to Order.

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

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper requested Police Captain Joel Tisdale to lead those present in the Pledge of Allegiance.

3. Public Comment.

Barbara Miller, Idaho Falls resident, appeared. She questioned the street vendors selling flowers around town stating this reminds her of Tijuana. She shared her personal experience in Tijuana, stating she did not like the aggressiveness of the street vendors. She also questioned if these individuals (selling flowers) have proper permits and/or licenses. Realizing the council is not the School District 91 Board, Ms. Miller questioned if it's possible to talk with the school board and the county regarding the proposed \$250M bond that will be on the ballot to see if there's a way to portion this bond to needs arising out of growth and for maintenance so new move-ins would bear the brunt of the growth, such as infrastructure. She believes there must be some way to encompass school buildings and school growth, as similar to developer impact fees.

Donna Howard, Idaho Falls resident, appeared. She displayed a graph of five cities comparable to the size of Idaho Falls as a single tax entity, stating Idaho Falls has the second highest tax rate. She also displayed a similar graph that compares employees, stating Idaho Falls has 683 employees compared to the next highest of 565. She questioned if the reason for this difference needs to be looked at. Ms. Howard also questioned the ARPA (American Rescue Plan Act of 2021) funds, stating these funds can be utilized for funding programs or services for those impacted by negative health and economic impact from the pandemic. She stated she has a friend who, prior to the pandemic, had in-home physical therapy and in-home cleaning. She indicated when COVID (Coronavirus-19) hit, this friend became immobilized in his house and was told he cannot get these services back because there are no funds. Ms. Howard believes the purpose and mission of the community action agency is to better focus available local State, federal, and private resources. She also believes an excess of ARPA funds could help those disadvantaged individuals, the same services before COVID should be available after COVID, and this should be a priority of the ARPA funds.

4. Consent Agenda.

A. Office of the Mayor

1) Appointments to City Boards, Committees and Commissions

Attached please find the completed applications from the following citizen volunteers in reference to their respective appointments to the Idaho Falls Sister Cities Advisory Committee:

Name	Sister Cities Advisory Committee Voting Appointees	Term Expires	Status
Amanda Logan	Mayor's Representative and Chair	12/31/2025	Appoint
Cindy Ozaki	Sister Cities Adult Association	12/31/2025	Appoint
Kendra Peck	Adult Leader of Sister Cities Youth Assoc.	12/31/2025	Appoint
Lisa Armstrong	School District 91 or 93 Representatives	12/31/2023	Appoint
Catherine Smith	Business Community Representative	12/31/2024	Appoint
Chloe Doucette	Local Service Club or Arts Representative	12/31/2024	Appoint
Rae Moss	INL Representative	12/31/2024	Appoint

Name	Sister Cities Advisory Committee Non-Voting Appointees	Term Expires	Status
Stephanie Van Ausdell	Senior High School Student	12/31/2024	Appoint
Miyai Griggs	Service Organization Member	12/31/2024	Appoint

These citizens have a desire to serve. Each application was reviewed with care by Councilmember Jim Francis, Chief of Staff Bud Cranor, and me. We feel that this group of individuals will serve well as this new city committee works to find novel ways to promote the goals and objectives of the Idaho Falls Sister Cities program to a wider audience within our community. We are confident these citizen volunteers meet the criteria set forth in City Code.

Your vote is requested giving consent to these appointments at the regular City Council Meeting on Thursday, August 25, 2022. If you have questions, please feel free to contact me or Chief of Staff Bud Cranor.

B. Fire Department

1) MOU regarding the purchase and reimbursement of dispatching software costs.

Emergency Medical and Fire software is desired by the Fire Department for consistent and proficient emergency dispatching. Bonneville County E911 holds all contracts for electronic systems and software for the emergency communications center. Due to the desired change of call-taking and dispatching software needed for operational changes within the fire department, this MOU provides the means for the CITY to reimburse Bonneville County for all costs associated with implementation and maintenance for APCO IntelliComm GuideCard System & EMS Program.

C. Airport

1) Approval of Design Work for Rehabilitation Project of Runway 3-21, Terminal Apron, and North Apron

The Airport follows an Airport Advisory Board approved 5-year Capital Improvement Plan. As part of this plan, the Airport requests authority to proceed with the design on the rehab work of Runway 3-21 and aprons with T-O Engineers. The design work will cost \$443,051 of which the FAA will cover 93.75% or \$415,360. The remaining balance of \$27,691 is budgeted in FY23 in the Airport Fund. The last major runway rehabilitation project was in 2008 and the runway needs another rehabilitation.

2) Minutes from Idaho Falls Airport (IDA) Board Meeting

June 21, 2022, Airport Board Meeting Minutes

D. Idaho Falls Power

- 1) RFP 22-26 Generator Control Services for Idaho Falls Power
Idaho Falls Power solicited bids from qualified professional services contractors to program the control panels for the generators at the upper plant. Two bids were received with L & S Electric being the lowest responsive, responsible bidder.
- 2) IFP 22-28 Circuit Breaker Purchase for York Substation Upgrade
Idaho Falls Power solicited bids from qualified contractors to purchase 2 dead tank circuit breakers for the York Substation upgrade. Only one bid was received with General Pacific being the lowest responsive, responsible bidder.
- 3) Idaho Falls Power Board Meeting Minutes - August
The Idaho Open meeting law requires that the governing body of a public agency provide for the taking of written minutes for all of its public meetings.

E. Municipal Services

- 1) Minutes from Council Meetings
August 8, 2022 City Council Work Session; and August 11, 2022 City Council Meeting
- 2) License Applications, all carrying the required approvals

Action Item:

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

5. Regular Agenda.

A. Municipal Services

- 1) Adoption of 2022/23 Fees, Including New Fees, and Fee Increases
The Public Hearing for the 2022/23 fees took place on Thursday, August 11, 2022, pursuant to Idaho Code §50-1002.

Municipal Services Director Pamela Alexander appeared. She presented new fees and fee increases greater than 5%. Council President Dingman believes these fees are minimal, noting some fees have been reduced. Councilor Burtenshaw explained the site bond plan is specific to contractors who may be ready for occupancy but may not be able to complete all items for occupancy. She also explained this would be 150% as a guarantee to ensure the job will be finished. Mr. Fife stated a future mechanism will be presented to tie into the fee, noting the council may need to approve the mechanism at that time. Councilor Francis emphasized the fees are the maximum that can be charged.

It was moved by Council President Ziel-Dingman, seconded by Councilor Burtenshaw, to adopt the 2022/23 fee resolution. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally,

Radford, Dingman, Freeman, Francis. Nay - none.

RESOLUTION NO. 2022-26

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

2) Adoption of 2022/23 Fiscal Year Budget Ordinance

The public hearing for the 2022/23 fiscal year budget took place on Thursday, August 11, 2022, pursuant to Idaho Code §50-1002.

Mayor Casper stated the budget is a culmination of a lot of work. Director Alexander stated the total not to exceed amount is \$333,416,302, which includes \$42.7M of estimated property tax revenue, \$2.9M for prioritized budget requests, and does not include forgone. She presented the priorities. She reviewed the 2022/23 Property Tax Allocation and Levy Rate Estimates, noting the 0.00605400 levy rate reduced by 20.86% from the previous year. She also provided an overview of property valuation and tax analysis. Mayor Casper explained the 'proposed with 30% market valuation' slide, emphasizing the city council plays no role in the valuation or the assessment side. Councilor Radford shared his personal estimated property tax increase, stating the valuation played a large role in bringing the levy down. Per Council President Dingman, Director Alexander confirmed the Bonneville County valuations have increased 32%. Councilor Hally stated the property that goes to the assessor has an oddity due to a supply chain issue, noting those houses are not yet assessed which could have decreased the levy rate even lower. Council President Dingman stated the budget is challenging each year. She believes the presentation provides the important investment information. She noted she did not advocate for taking forgone, and the levy rate has continued to decrease. She also noted no homeowner with a home value of less than \$700,000 will pay no more than \$28.73 per month. Council President Dingman believes every cent is valuable, and this is not an insignificant amount of money. She recognized the increased cost of employees as well as goods and services, and time, plan, and thought go into each meeting although things have gotten more expensive. She stated she feels comfortable with this budget, it's well balanced and prioritizes what the residents want to see. Councilor Francis stated Idaho Falls is the most complex city in the State. He indicated the city provides more services than many cities, therefore, Idaho Falls is difficult to compare to other cities. He noted the levy is the dollar amount in the general fund, and the rate cannot be controlled as this is the county. Councilor Burtenshaw agreed with Council President Dingman regarding forgone. She believes it's a good reason not to take forgone, noting impact fees will help growth pay for growth. She stated she is willing to talk to the State legislators regarding indexing the homeowner's exemption which will rise as valuations rise. Mayor Casper stated the homeowner's exemption conversation has occurred every year with the legislators. She also stated AIC (the Association of Idaho Cities) is very active in advocating property tax. Councilor Radford noted the school district paid off the \$9M bond which will be a benefit to taxpayers. Council President Dingman stated other complexities of the city are owing our own power utility as well as the airport, which are Enterprise Funds.

It was moved by Council President Ziel-Dingman, seconded by Councilor Francis, to adopt the 2022/23 fiscal year budget in the amount of \$333,416,302 and approve the attached appropriations ordinance, appropriating monies to and among various funds, under a suspension of the rules requiring three separate readings and request that it be read by title and published by summary. The motion carried by

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

ORDINANCE NO. 3479

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

3) Purchase of High-Density Storage Equipment for Idaho Falls Police Complex

This purchase will provide evidence storage and processing; locker room storage; records storage; auxiliary building storage; SWAT locker room storage, and various other storage rooms. The purchase price also includes freight and installation by Spacesaver Certified installers. The attached proposal requires a 50% deposit in the amount of \$488,523.69 to order the equipment.

Director Alexander stated the construction update of the Idaho Falls Police Complex (IFPC) occurred at the August 22, 2022, City Council Work Session. She noted this contract also provides installation of the equipment. Councilor Radford believes the evidence storage is museum quality, although, he expressed his concern for this one purchase of \$1M, noting \$1.6M has been allocated for equipment. Captain Tisdale stated this item was prioritized, and he believes it will be operational as possible. Director Alexander noted quotes for other items are coming in lower due to State quotes. Chief Johnson stated the IFPC is under budget, he is confident that will continue. Councilor Burtenshaw expressed her appreciation to Captain Tisdale for his attention to these issues. Council President Dingman believes this is a masterful plan. Councilor Francis believes this will also help serve the community. Per Mayor Casper, Chief Johnson stated the real and true evidence has to be accounted for until it's time to be presented in court, which includes complex rules and storage requirements.

It was moved by Council President Ziel-Dingman, seconded by Councilor Francis, to accept and approve the purchase of high-density storage equipment from the Sourcewell cooperative purchasing contract #010920-SPC from Spacesaver Intermountain, LLC, for a total of \$977,047.37. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

B. Police Department

1) Police Department/School District 91 Memorandum of Understanding regarding School Resource Officers for 2022-23 school year

This is a Memorandum of Understanding (MOU) between Idaho Falls School District 91 and the Idaho Falls Police Department establishing each entity's obligation under the School Resource Officer (SRO) program. This MOU also establishes the terms and conditions between the City of Idaho Falls and School District 91 regarding sworn police officers working within the schools during the 2022-23 school year. The IFPD has provided sworn officers to work as SROs within Idaho Falls School District 91 for many years and is pleased to continue these services for the 2022-23 school year. The MOU is the same as last year's City Council-approved MOU with only a change of dates for the upcoming school year. IFPD recommends approval.

Chief Johnson stated there are four resource officers, two for the high schools, and two for the middle

schools who also cover the feeder and charter schools. He believes there is a good balance with law enforcement and interaction with kids. He reviewed the costs. Councilor Francis stated, as a former school teacher, he has seen this from both sides. He believes this works exceptionally well.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, that city council approve the MOU with Idaho Falls School District 91 and authorize the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

2) Funding Agreement for E911 Dispatching Operations and lease of the Law Enforcement Building between the City of Idaho Falls and Bonneville County

The City of Idaho Falls operates an Emergency Communications Center (ECC) that dispatches first responders to residents within the City and throughout Bonneville County. A funding formula has been recommended by an independent consultant. It factors in call volume and the volume of work each entity creates for the Dispatch Center. At current workload levels, the formula has IFPD paying 44.4%, BCSO paying 37.4%, and IFFD paying 18.2%, of dispatch /ECC operating costs. As part of the agreement, IFPD also agreed to enter into a lease for use of the Law Enforcement Building for the time that we remain there.

The City of Idaho Falls has operated the Dispatch Center for many years. The purpose of this agreement is to create an equitable funding formula for all entities that are serviced by the Dispatch Center and to memorialize the agreement with provisions for a regular review of the agreement. This agreement achieves equitable cost sharing between fire/EMS and law enforcement services. It also achieves equitable cost sharing between the law enforcement services offered by Idaho Falls and those services offered by Bonneville County. These formulas and the provisions for review will ensure an equitable allocation of costs well into the future.

Chief Johnson stated this item is several decades in the making, and the agreements have been a source of some conflict over the years. He indicated the agreements from the 1970's are not serving the current needs. He also stated the lease will be a monthly payment of \$10,592.39, noting the lease will no longer be in effect once the Idaho Falls Police Department (IFPD) moves to the new facility. Chief Johnson stated the overarching goal was public safety and that the service provided wouldn't suffer. He expressed his gratitude to Councilor Francis. He explained the funding formula, stating the City of Ucon is included in the Bonneville County Sheriff's Office portion. He believes this agreement will serve all organizations very well. Councilor Francis noted times have changed since the 1970's agreements. He commended Chief Johnson, Fire Chief Duane Nelson, Bonneville County Sheriff Sam Hulse, and Bonneville County Commissioner Byron Reed, stating this agreement took more than a year, noting there was never any animosity. Councilor Francis indicated the IFPD had been paying \$60,000 annually for utilities for the entire building, noting the IFPD will now only pay 18% of total utilities. Mayor Casper stated the need for a revised agreement had been evident since 2014 when she was elected, and this was presented to Chief Johnson upon his hiring. She believes the personalities of leaders got this done. She also believes this will be balanced and equitable, and this is an important agreement. Councilor Freeman stated State, county, and city money is involved which is complicated. He applauded these individuals as he recognized this has not been an easy job.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw, that council approve the funding agreement for E911 operations and the lease of the Law Enforcement Building between the City of Idaho Falls and Bonneville County and give authorization for the Mayor and City Clerk to execute

the necessary documents. The motion carried by the following vote: Aye - Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay - none.

6. Announcements.

Mayor Casper announced the city's website has been refreshed which now includes a city app that can be downloaded, a commissioning for a new Police Captain as well as a Museum of Idaho Fundraising Gala will be held August 26, and the BMX State Finals will be occurring August 27-28 at Sandy Downs. Councilor Francis announced the Library will be closed August 28-30 for the transition of the Bonneville County Library District.

7. Adjournment.

There being no further business, the meeting adjourned at 8:34 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-623

City Council Meeting

FROM: Duane A. Nelson; Fire Chief
DATE: Wednesday, August 31, 2022
DEPARTMENT: Fire Department

Subject

Approval of Stryker 360 Master Maintenance Agreement

Council Action Desired

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

Approve the Stryker 360 master agreement between the CITY and Stryker Sales, LLC and give authorization for the Mayor and City Clerk to sign necessary documents (or take other appropriate action).

Description, Background Information & Purpose

Stryker is the Vendor Idaho Falls Fire uses for Ambulance equipment and maintenance. The Stryker 360 master agreement is a 10-year EMS equipment and maintenance agreement with Stryker Sales, LLC. This agreement allows for all city ambulances to be equipped with the newest, up-to-date equipment including the newest versions of power loaders, stair chairs, Lucas devices, and video laryngoscopes. It includes updates to cardiac monitors every 5 years. The agreement allows the Fire Department to engage in long term capital planning and it allows for current disposable equipment to be purchased at a reduced price.

Alignment with City & Department Planning Objectives



This master agreement supports public safety through improvements to life saving equipment and allows for the fire department to establish long term financial planning in the EMS fund.

Interdepartmental Coordination

N/A

Fiscal Impact

Initial funding for the first year was approved through the ARPA funds to equip ambulances. EMS MERF accounts have been funded in future fiscal years to fund this agreement.

Legal Review

The City Attorney's office has reviewed and coordinated this agreement with Stryker Sales, LLC.

Date: August 09, 2022

RE: Reference no:2110166553

City of Idaho Falls, Idaho
PO BOX 50220 IDAHO FLS
FIRE DEPARTMENT
Idaho Falls, Idaho 83405

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Master Agreement
Rental Schedule to Master Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Opinion of Counsel
Addendum
Upfront Payment Invoice

****Conditions of Approval: Insurance Authorization and Verification, Federal ID , State and Local Government Rider , Opinion of Counsel, Upfront Payment Due at Signing (Please provide payment and invoice with signed documents)**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number: _____

AP address: _____

Purchase order number: _____

Contact name: _____

Upfront Payment Check No: _____

Phone number: _____

Email address: _____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of September, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Idaho Falls, Idaho PO BOX 50220 IDAHO FLS FIRE DEPARTMENT Idaho Falls, Idaho 83405
<p>1. Master agreement. The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.</p>	
<p>2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.</p>	
<p>3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at https://www.theice.com/marketdata/reports/180, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.</p>	
<p>4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.</p>	
<p>5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.</p>	
<p>6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.</p>	

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "**Default Interest Rate**"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110166553

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Idaho Falls, Idaho PO BOX 50220 IDAHO FLS FIRE DEPARTMENT Idaho Falls Idaho 83405
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 343 E ST, Idaho Falls, Idaho 83402	
Schedule of periodic rent payments: 1 Upfront payment of \$222,603.18 (First payment due 30 days after Agreement is commenced),(Plus Applicable Sales/Use Tax) followed by: 10 Annual payments of \$303,718.89 (Plus Applicable Sales/Use Tax)	
Term in months: 109	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
TERMS AND CONDITIONS	
<p>1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p> <p>2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p> <p>3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.</p>	

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature	Accepted by Flex Financial, a division of Stryker Sales, LLC
Signature: _____	Signature: _____
Date: _____	Date: _____
Print name: _____	Print name: _____
Title: _____	Title: _____

Description of equipment

Customer name: City of Idaho Falls, Idaho

Delivery Location: 343 E ST, Idaho Falls,Idaho , 83402

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	13
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	4
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	13
11576-000080	BATTERY,LUCASDARK GRAYY	13
11996-000393	LARYNGOSCOPE,VIDEOMCGRATH MAC	13
11996-000394	BATTERY,LARYNGOSCOPEMCGRATH M	13
639006000000	MTS POWER LOAD	13
650706000000	MTS PWRPRO2 COT HIGH CNFIG	13
650700000000	POWERPRO2 CHARGER	13
650700000000	ASSEMBLY,POWER CORDNORTH AM	13
650707000000	Kit,Alvarium Battery	13
650707000000	Fowler O2 Bottle Holder	13
6252000000	STAIR PRO - MODEL 6252	13
6250021000	HARD PLASTIC ABS SEAT OPTION	13
6250161000	NON-ABSORBANT RESTRAINT OPTION	13
6252029000	EXTENDED HANDLE FOOT REST OPT	13
6252025000	IV BAG CLIP OPTION	13
11600-000030	CODE-STAT 11 DATA REVIEW SEAT LICENSE	2

Service coverage:

Model number	Service coverage description	Quantity	Years
78000172	CODE-STAT Maint Subscrip 3 yrs	2	10.00
78000168	Kore Data plan Verizon	13	10.00
78000171	Lifenet Asset (Per Device)	13	10.00
78000223	CDSTSERVICE 101-200	1	10.00
78000020	On Site Prevent for LUCAS 3,v3.1 Chest Compression Patient Straps(1) Stabilization Strap(2) Suction CupsEach Device	13	10.00
77500010	Power-PRO 2 - Prevent (w/batts & SEM)	13	10.00
76011PT	Power-LOAD Prevent Service	13	10.00
77100003	Cot Upgrade or Install	13	10.00
73071PT	Stair Chair Prevent Service	13	10.00

Freight: Financed

Customer signature

Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC

Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: August 09, 2022

Schedule 001 To Master Agreement Number 2110166553

To: City of Idaho Falls, Idaho ("Customer")
343 E ST
Idaho Falls, Idaho 83402

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$2,269,135.23 with deductibles no more than \$10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$2,269,135.23

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110166553

See Exhibit A to Schedule 001 To Master Agreement Number 2110166553

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110166553** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and City of Idaho Falls, Idaho ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

August 09, 2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110166553 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and City of Idaho Falls, Idaho (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Idaho and is authorized by the Constitution and laws of the State of Idaho to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO MASTER AGREEMENT NO. 2110166553, RENTAL SCHEDULE 001 AND STATE AND LOCAL GOVERNMENT CUSTOMER RIDER THERETO BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF IDAHO FALLS, IDAHO

This Addendum is hereby made a part of the agreement described above (the "Agreement"), the schedule described above (the "Schedule") and the State and Local Government Customer Rider described above (the "SLG Rider"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the Schedule, or the SLG Rider, the provisions of this Addendum shall control.

1. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

"EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF *IDAHO*, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW."

2. New Sections 14 and 15 are hereby added to the end of the Agreement which shall read as follows:

"14. No Discrimination. Original Owner 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.

15. No Boycott. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and Original Owner employs ten (10) or more persons, Original Owner 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."

3. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

"4. Upgrade. Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If, Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule. If the New Product's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the New Product in its reasonable discretion.

If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange the Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the original Equipment (the "Original Equipment"). Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Original Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement. If the Like-Kind Equipment's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the Like-Kind Equipment in its reasonable discretion."

4. The last sentence of Section 1 of the SLG Rider is hereby amended in its entirety to read as follows:

"Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner *written proof from* Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year."

5. Section 2 of the SLG Rider is hereby restated in its entirety to read:

"To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals (*but only to the extent that there are any available reviews and appeals*) if an appropriation sufficient to satisfy the Obligations is not made."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Invoice

Agreement number	Current due	Total due	Due date
2110166553	\$222,603.18	\$222,603.18	Upon Receipt

City of Idaho Falls, Idaho
PO BOX 50220 IDAHO FLS
FIRE DEPARTMENT
Idaho Falls, Idaho 83405

Make checks payable and remit to:
Flex Financial, a division of Stryker Sales, LLC
25652 Network Place
Chicago, IL 60673-1256

To ensure proper credit - please detach along the line below and return upper portion with payment.

Please DO NOT staple or fold



Flex Financial Customer Service
StrykerFinancialSolutions@Stryker.com

Agreement number	Current due	Total due	Due date
2110166553	\$222,603.18	\$222,603.18	Upon Receipt

City of Idaho Falls, Idaho
PO BOX 50220 IDAHO FLS
FIRE DEPARTMENT
Idaho Falls, Idaho 83405

Description	Amount
Upfront Payment Due at Signing	\$222,603.18
Total amount due:	\$222,603.18

Retain this portion for your records!

Memorandum

File #: 21-605

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 23, 2022
DEPARTMENT: Municipal Services

Subject

Approval to Write-Off Unpaid Ambulance Service Accounts

Council Action Desired

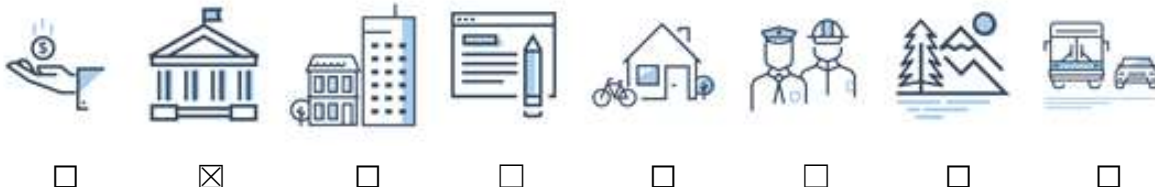
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the write-off of unpaid ambulance service accounts for the calendar service dates of 2017, 2018, 2019, 2020, and 2021 determined as past statute or uncollectible for a total of \$3,827,633 (or take other action deemed appropriate).

Description, Background Information & Purpose

As reviewed at the Monday, August 22, 2022, work session, the total includes calendar year 2021 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$2,117,602 or 56% and Medicaid at \$943,083 or 25% of the total write-request of \$3,827,633. The remaining \$766,948 or 21% of the total write-off request, includes calendar year 2017, 2018, 2019, 2020 and 2021 contractual, collection agency, deceased, bankrupt and approved hardship accounts.

Alignment with City & Department Planning Objectives



The request to write-off the accounts supports the good governance community-oriented result and are within the current City Service Delivery Account Write-Off Policy where: No payment has been posted to the account within a four-five year period; the City's contracted collections agency determines the account is uncollectible; the account is in a name of a deceased person with no known estate; the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

Interdepartmental Coordination

The unpaid ambulance service accounts and hardship requests are reviewed monthly by the ambulance committee members consisting of Municipal Services and Fire Department staff.

Fiscal Impact

The approval of the write-off request will provide accurate recording of the city's ambulance accounts receivable records.

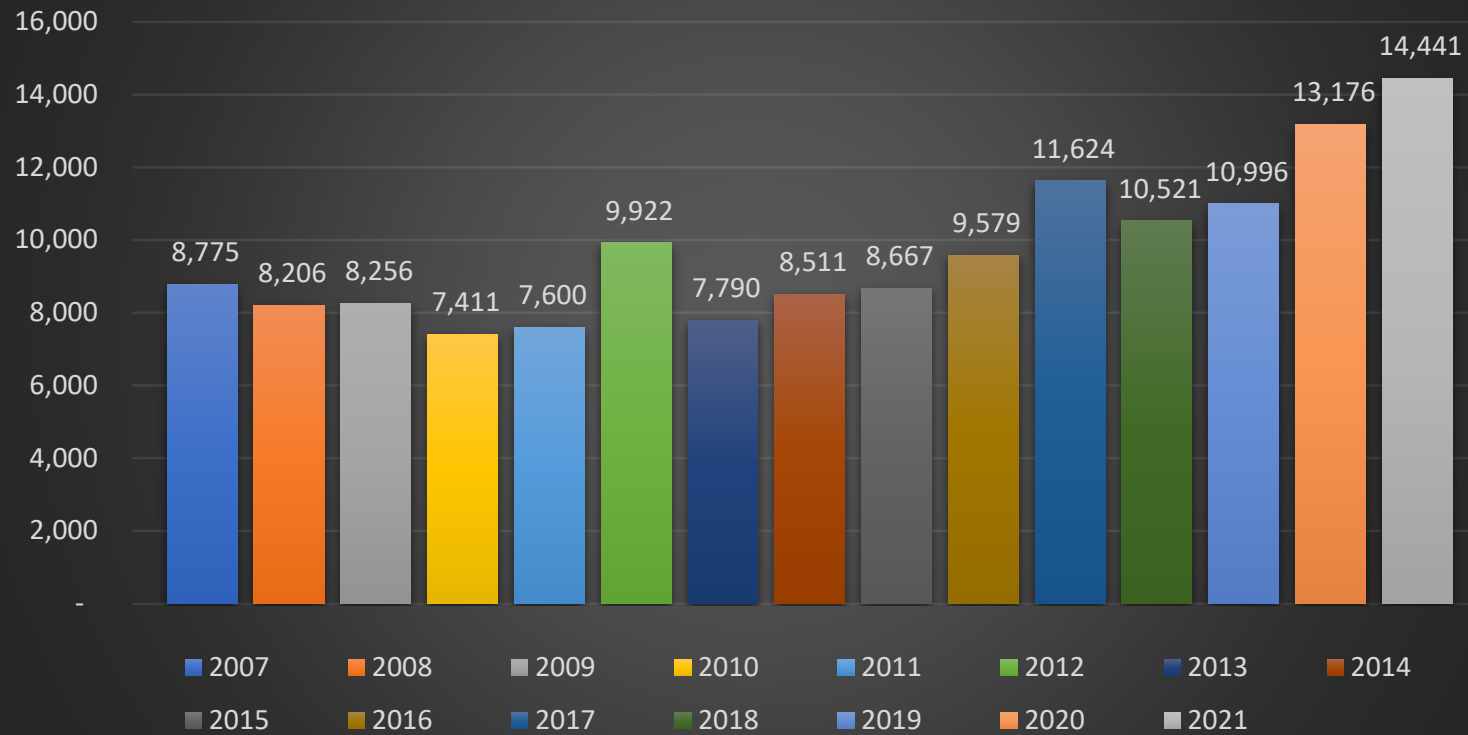
Legal Review

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



Ambulance Call Volume and Write-Off Presentation
Monday, August 22, 2022

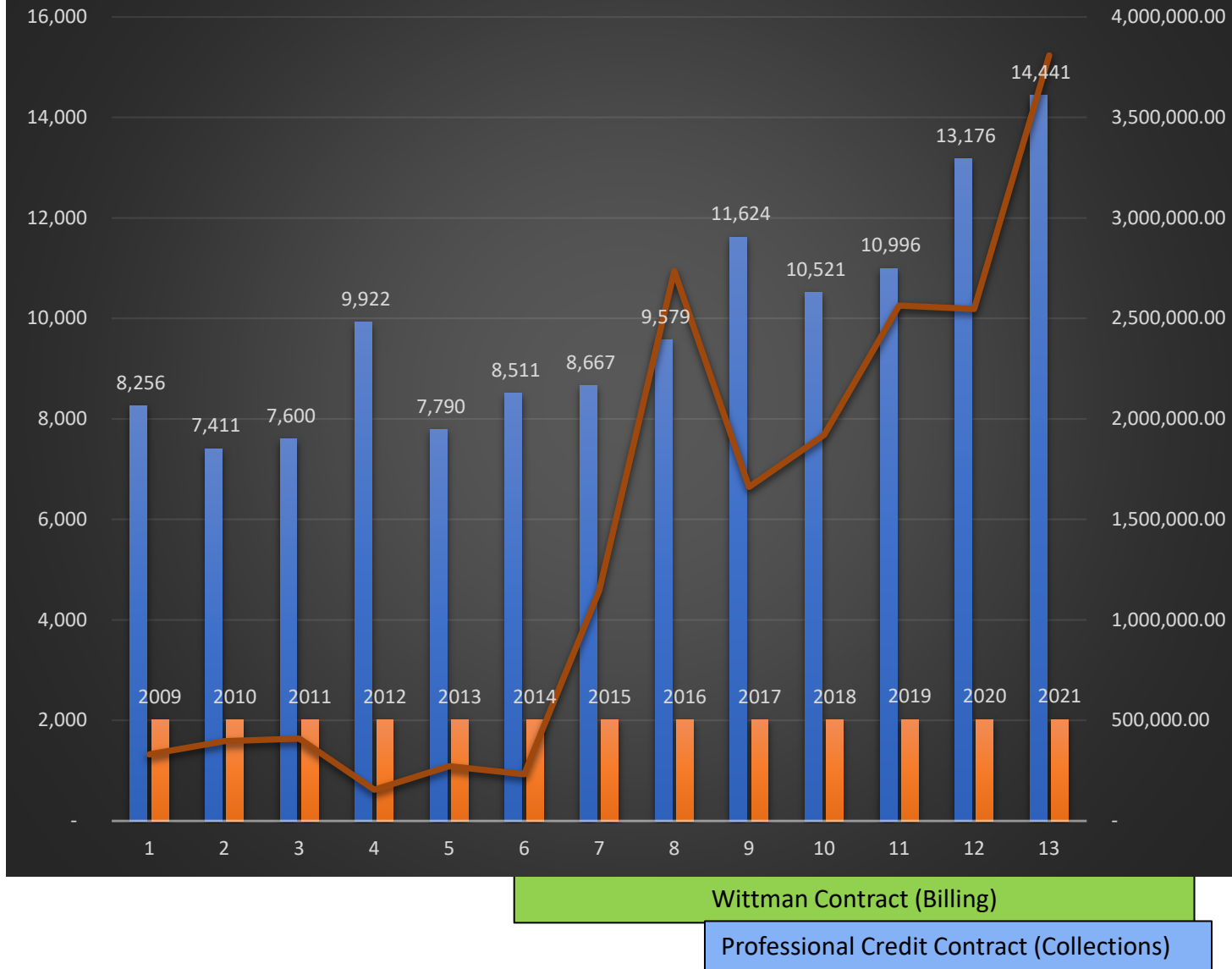
Ambulance Call Volume by Year



Ambulance Call Volume



Ambulance Write-Offs by Year and Call Volume



Ambulance Write-Offs (Combined Totals)

Medicare – 53%

Medicaid – 25%

Contractual – 5%

Collection Agency – 14%

Hardships – 3%



Collection Industry Timelines

100%								
Current	-3%	-10%	-20%	-27%	-33%	-55%	-77%	-88%
	1 Month Past Due	2 Months Past Due	3 Months Past Due	4 Months Past Due	6 Months Past Due	1 Year Past Due	2 Years Past Due	3 Years Past Due
\$1.00	\$0.97	\$0.90	\$0.80	\$0.73	\$0.67	\$0.45	\$0.23	\$0.12



2021/22 Write-Off Request

Category	2017	2018	2019	2020	2021	Total	%
Medicare	--	--			\$2,117,602	\$2,117,602	56%
Medicaid	--	--			943,083	943,083	25%
Contractual	--	--			218,720	218,720	6%
Collection Agency, Deceased and Bankrupt	45,980	201,795	173,925	74,905	32,399	529,004	14%
Hardships	415	3,842	3,347	10,950	670	19,224	1%
Total	\$46,395	\$205,637	\$177,272	\$85,855	\$3,312,474	\$3,827,633	100%

Total 2021/22 Write-Off Request - \$3,827,633



Questions

Memorandum

File #: 21-619

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 23, 2022
DEPARTMENT: Municipal Services

Subject

Real Estate Purchase and Sale Agreement for Idaho Falls Fire Department

Council Action Desired

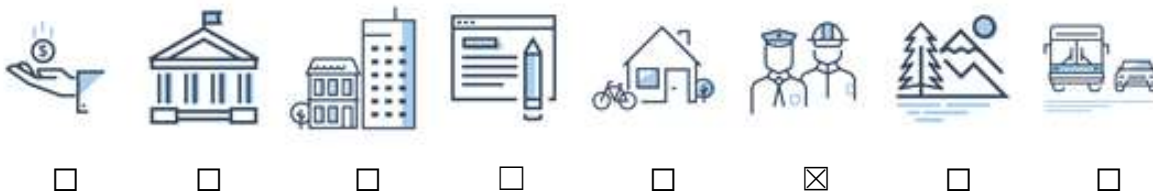
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the Real Estate Purchase and Sale Agreement between the City of Idaho Falls and Bonneville County Fire Protection for a total of \$1,535,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

With the current and projected area population growth and call volume, the Fire Department has an opportunity to purchase the Fire Station owned by the Bonneville County Fire Protection District 1 located at 370 East 65th South.

Alignment with City & Department Planning Objectives



The purchase of the fire station supports the safe and secure community-oriented result by providing safety solutions that focus on rapid responses to emergencies.

Interdepartmental Coordination

The Fire Department concurs with the terms outlined in the real estate purchase and sale agreement.

Fiscal Impact

A total of \$1,700,000 general fund dollars is available from fiscal year 2020/21 because of general fund expenditure savings due to the COVID-19 pandemic. These funds were set aside at the beginning of this fiscal year for one-time city council approved capital projects.

Legal Review

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

REAL ESTATE PURCHASE & SALE AGREEMENT

SELLER:

**Bonneville County Fire Protection
District No. 1
Attn.: Douglas Nelson, Attorney
490 Memorial Drive, Ste. 200
Idaho Falls, Idaho 83402
(208) 522-3001
email: drnelson@nhptlaw.net**

BUYER:

**City of Idaho Falls
Attn.: Michael Kirkham, Attorney
P.O. Box 50220
375 "D" Street
Idaho Falls, Idaho 83402
(208) 612-8698
email: mkirkham@idahofalls.gov**

Seller's Tax ID No.:

THIS AGREEMENT is made this ____ day of August, 2022, by and between BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1, the above named seller who agrees to sell and the CITY OF IDAHO FALLS, the above named buyer who agrees to purchase all in accordance with the terms and provisions with this Agreement, the following ("Property") located in the County of Bonneville, State of Idaho, and particularly described as:

Beginning at a point that is South 89°40'00" East 1316.52 feet from the North Quarter corner of Section 7, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, thence South 89°40'00" East 209.03 feet; thence South 00°38'50" East 258.45 feet; thence North 89°40'00" West 209.03 feet; thence North 00°38'50" West 258.45 feet to the point of beginning.

1. **PURCHASE PRICE AND PAYMENT:** The Purchase Price is ONE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$1,535,000.00) and shall be payable in cash at Closing.

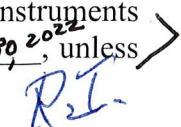
2. **INCLUSIONS AND EXCLUSIONS:** All improvements that are now on or used in connection with the property are but not limited to all buildings, structures, fixtures, electrical, plumbing, flooring, windows and landscape. All such items are sold "AS IS", with warranty, either express or implied.

3. **COSTS AND PRORATIONS:** The Seller and Buyer shall share equally in the cost of a standard owners policy of title insurance in the full amount of the purchase price as provided by AmeriTitle title company with offices at 1650 Elk Creek Drive, Idaho Falls, Idaho 83404 ("Title Company"). Any additional title insurance "riders" shall be the responsibility of the Buyer. All other costs or fees necessary to the closing of this transaction shall be paid equally by the Seller and Buyer, including, but not limited to closing agent fees, recording costs

and document preparation. Real property taxes, if any, accruing from and after the date of Closing shall be the sole responsibility of the Buyer. Any other assessments shall be prorated to the date of Closing.

4. **TITLE OF SELLER:** Title of Seller is to be conveyed by Special Warranty Deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and right of way and easements established or of record and other liens or encumbrances that appear of record.

5. **PRE-CONDITIONS AND TITLE INSURANCE:** A commitment for a "Standard Coverage" title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to any liens, encumbrances and defects elsewhere set out in this Agreement, to be discharged or assumed by the Buyer, shall be furnished to Buyer prior to closing by the Title Company. If the Buyer does not object within fifteen (15) days of the receipt of said commitment, the Buyer shall be deemed to have accepted the conditions of the title and may purchase at Buyer's own expense, the committed title insurance. .

6. **CLOSING:** The Title Company shall be the "Closing Agent". On or before the closing date, Buyer and Seller shall deposit with the Closing Agent all funds and instruments necessary to complete the sale. The closing date shall be on or before September 30, 2022, unless the parties otherwise agree. 

7. **POSSESSION:** Seller will deliver possession to Buyer on the date of Closing.

8. **SELLER WARRANTIES:** No warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth. Seller warrants: (1) Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing; (2) all obligations against the property including taxes, assessments, mortgages, liens, or other encumbrances of any nature are to be prorated at Closing in accordance with paragraph 3 hereof; and (3) Seller, to the best of Seller's knowledge, has not used or allowed, nor has the property been used, at any time, for the storage or disposal of any hazardous wastes or toxic substances as defined by Federal or State health, safety and water regulations and/or laws. All of Seller's warranties contained herein shall survive the payment in full of this Agreement and Seller shall indemnify and hold Buyer harmless from any and all liability, cost, or expense, including attorney fees, resulting from a breach or default thereof.

9. **INSPECTION:** Buyer agrees that Buyer is purchasing the property upon Buyer's own examination and judgment and not by reason of any representation made to Buyer by Seller, or Seller's agents as to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income therefrom or as to its production except as set forth herein. Buyer accepts the property in "**AS-IS**" condition subject to Seller's warranties as outlined in this Agreement.

10. **TIME OF THE ESSENCE-EXTENSION OF CLOSING:** Time is of the essence in this Agreement. However, in the event the transaction contemplated under the terms of this Agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, Buyer and Seller authorize the Closing Agent to extend the date for closing one time only for a period not to exceed ten (10) days. The Closing Agent may, in its sole discretion, extend the closing for the following or similar reasons: (1) Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives, Closing Agent, lawyers, title companies, Buyer's financing entity, insurers or appraisers, of contracts or other documents required for closing; (2) Unavailability, illness or scheduling conflict of Buyer, Seller, or their representatives, or Closing Agent on date set for closing; (3) Extreme inclement weather or hazardous transport conditions; (4) Delay in completion of governmentally required or agreed to repairs or modifications to or inspections of the subject property. The Closing Agent shall, in the event of any such extension under the terms of this paragraph promptly give notice to the parties at their addresses set forth herein. This provision relates only to the extension of the closing date as defined herein.

11. **RISK OF LOSS:** Prior to closing of the sale, all risk of loss shall remain with the Seller. In addition should the premises be materially damaged by fire, vandalism, flood, earthquake, or acts of God, or other cause prior to closing, this Agreement shall be voidable at the option of Buyer. In the event Buyer exercises his option to void this Agreement, the Closing Agent shall refund the earnest money, less any amounts used or committed for use by Closing Agent under the terms of this Agreement.

12. **AMENDMENT:** No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

13. **ASSIGNMENT:** Neither party may assign this Agreement or any interest hereunder without the written consent of the other party.

14. **EXECUTION OF OTHER DOCUMENTS:** The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement.

15. **SEVERABILITY:** In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

16. **INTERPLEADER:** In the event of a dispute between the parties, the Closing Agent may file an interpleader action in a court of competent jurisdiction to resolve any such dispute between the parties. The parties agree to pay any and all costs, including attorney's fees, incurred by Closing Agent in such dispute.

17. **GOVERNING LAW:** This Agreement shall be governed by and interpreted under the law of the State of Idaho.

18. **BINDING AFFECT:** This Agreement shall inure to and be binding upon the

parties hereto and their heirs, personal representatives, successors and assignees.

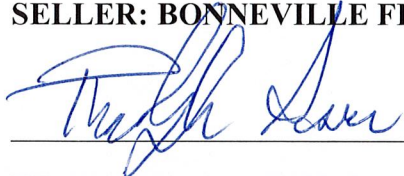
19. **ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

20. **EXECUTION IN COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

21. **ENTITY AUTHORITY:** The Seller and the Buyer, respectively, acknowledge represent and agree that the undersigned have been given express authority to execute this Real Estate Purchase & Sale Agreement on behalf of the Seller and the Buyer and that all necessary acts, meetings and resolutions which may be required by law or contract have been satisfied to fully bind the signing party.

DATED this 11 day of August 2022.

SELLER: BONNEVILLE FIRE PROTECTION DISTRICT NO. 1



By: Ralph Eson
Its: Chairman

BUYER: THE CITY OF IDAHO FALLS

By:
Its:

L:\DRN\6334.fire.district\6334.7.york\real.est.pur.sale.agr.york.building.wpd

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bonneville County Fire Protection District No. 1, an organized fire protection district withing the County of Bonneville, State of Idaho ("Grantor"), conveys and specially warrants to the City of Idaho Falls, an Idaho municipal corporation], ("Grantee"), whose address is [insert grantee address], and its successors and assigns forever the following described real property:

Beginning at a point that is South 89°40'00" East 1316.52 feet from the North Quarter corner of Section 7, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, thence South 89°40'00" East 209.03 feet; thence South 00°38'50" East 258.45 feet; thence North 89°40'00" West 209.03 feet; thence North 00°38'50" West 258.45 feet to the point of beginning.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this _____ day of _____, 2022 _____.

Bonneville County Fire Protection District No. 1

By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2022, before me _____, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the chairperson of the board of commissioners of the Bonneville County Fire Protection District No. 1, the municipal entity that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

Memorandum

File #: 21-621

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Municipal Services

Subject

Approve Real Estate Purchase and Sale Agreement

Council Action Desired

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

Approve the real estate purchase and sale agreement for city-owned property located at Bel-Aire Division No. 3, Lots 1, 2 and 3 inclusive, Block 16; and Lot 1, Block 17 in the W ½ NE ¼ of Section 17, Township 2 North, Range 38, E.B.M. to J.E.T. Real Estate Holdings, LLC., for a total of \$2,000,000 cash (or take other action deemed appropriate).

Description, Background Information & Purpose

Following a public hearing on Thursday, March 31, 2022, and public auction on Friday, June 17, 2022. Title 50 -1403(1) states when the property is offered for sale, the property shall be sold at a public auction to the highest bidder and not bids shall be accepted for less than the minimum declared value previously recorded on the record at a public hearing of the Council, provided however, if no bids are received, the City Council shall have the authority to sell such property as it deems in the best interest of the City. On Monday, June 27, 2022, the City Council approved the sale of the property for no less than \$1,350,000. Following Council direction, the City was approached by TOK Commercial to assist with the sale of this property and subsequently entered into an exclusive sales listing agreement for an initial asking price of \$2.3M, with broker sales commission of 6% of the gross sales price of the property. TOK Commercial listed this property, and all offers were due on Wednesday, August 31, 2022. The City received one offer from J.E.T. Real Estate Holdings, LLC. This offer for \$2,000,000 includes refundable earnest money in the amount of \$15,000 and a 4-month due diligence period from the date of approval.

Alignment with City & Department Planning Objectives



The sale of this property supports the good governance community-oriented result by selling City property determined

is no longer needed and recommended for sale.

Interdepartmental Coordination

Municipal Services, Parks and Recreation and the City Attorney have all worked collaboratively on this project. Parks and Recreation Director P.J. Holm concurs with the acceptance of this offer.

Fiscal Impact

J.E.T. Real Estate Holdings, LLC., has offered a total of \$2,000,000 cash for the property. The proceeds from this sale will be allocated to the Parks and Recreation department as directed at the April 28, 2022, City Council meeting.

Legal Review

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



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

OCTOBER
2021
EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# TBD Vernon Ave DATE 08/15/2022

2

3 **LISTING AGENCY** TOK Eastern Idaho LLC Office Phone # 208.227.8148 Fax # _____

4 Listing Agent Nick Terry E-Mail nickt@tokcommercial.com Phone # 208.357.4678

5 **SELLING AGENCY** TOK Eastern Idaho LLC Office Phone # 208.227.8148 Fax # _____

6 Selling Agent Brent Wilson & Brian Wilson E-Mail brent@tokcommercial.com Phone # 208.656.2270

7 **1. BUYER:** J.E.T. Real Estate Holdings, LLC & _____ or assigns

8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

9 as "PROPERTY" **COMMONLY KNOWN AS** TBD Vernon Avenue

10 Idaho Falls City Bonneville County, ID, Zip 83401 legally described as: _____

11

12 **OR** Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by

13 **BUYER and SELLER.)**

14 **2. \$** 2,000,000.00 **PURCHASE PRICE:** Two Million **DOLLARS,**

15 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

16 **This offer is contingent upon the sale, refinance, and/or closing of any other property** ☐ Yes ☒ No

17 **3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.**

18 **(A.) \$** 15,000.00 **EARNEST MONEY:** Fifteen Thousand **DOLLARS**

19 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within _____ business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5
<input checked="" type="checkbox"/> Wire/Electronic Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Michael J. Ballantyne, TOK Eastern Idaho LLC

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: ☐ Yes ☒ No (No if left blank)

(D). \$ _____ **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BUYER'S Initials (EW) Date 8/15/2022 | 3:52 PM PDT SELLER'S Initials _____ Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, Inc. All rights reserved.

OCTOBER 2021 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

PROPERTY ADDRESS: **TBD Vernon Avenue****Idaho Falls****83401**ID#: **TBD Vernon Ave****(E). \$ _____ ADDITIONAL FINANCIAL TERMS:**

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). \$ 1,985,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in **GOOD FUNDS**, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than _____ business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. This contingency deadline shall not apply to the following contingency(ies):

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:**ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**

7. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

8. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER'S Initials (EW) () Date 8/15/2022 3:52 PM PDT SELLER'S Initials () () Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Vernon Avenue

Idaho Falls

83401

ID#: TBD Vernon Ave

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 120 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, it shall end BUYER's timeframe for inspections and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 8(C)(4) below.

4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within _____ business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

9. SELLER DISCLOSURES. Within _____ business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within _____ business days (six [6] if left blank) of final acceptance of all parties, ☐ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have _____ business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within _____ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that _____ Title Company located at _____ shall provide the title policy and preliminary report of commitment.

BUYER'S Initials (EW) () Date 8/15/2022 3:52 PM PDT SELLER'S Initials () () Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Vernon AvenueIdaho Falls83401ID#: TBD Vernon Ave

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$_____ per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association SET UP FEE of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association PROPERTY TRANSFER FEES of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$_____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is **NOT** intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

15. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

18. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

20. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

21. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

22. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, the LENDER, the Closing company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER

BUYER'S Initials (EW) (_____) Date 8/15/2022 3:52 PM PDT SELLER'S Initials (_____) (_____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Vernon AvenueIdaho Falls83401ID#: TBD Vernon Ave

consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

24. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

25. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

26. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

29. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)	X			
Long Term Escrow Fees	X				Environmental Inspection (Phase 2)				X
Closing Escrow Fee		X			Environmental Inspection (Phase 3)				X
Survey	X				PERC Test				X
Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER									
Flood Certification/Tracking Fee	X				Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	X				Hazardous Waste Report(s)				X
Additional Title Coverage	X				Domestic Well Water Potability Test				X
Water Rights/Shares Transfer Fee				X	Domestic Well Water Productivity Test				X
Attorney Contract Preparation or Review Fee				X	Septic Inspections				X
					Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				
					Septic Pumping				X
					Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				

Upon closing SELLER agrees to pay ☐ % of the purchase price OR ☐\$ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically

BUYER'S Initials (EW) () Date 8/15/2022 3:52 PM PDT SELLER'S Initials () () Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Vernon Avenue

Idaho Falls

83401

ID#: TBD Vernon Ave

acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If a party is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind the party.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 30 Days after the expiration of the Inspection Period. The parties agree that the CLOSING COMPANY for this transaction shall be AmeriTitle located at 1650 Elk Creek Drive, Idaho Falls, ID 83404. If a long-term escrow /collection is involved, then the long-term escrow holder shall be _____.

36. CONDITION OF PROPERTY AT CLOSING: Upon closing, BUYER agrees to purchase the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY.

37. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm.

38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

39. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

40. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the broker(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials (EW) (_____) Date 8/15/2022 | 3:52 PM PDT SELLER'S Initials (_____) (_____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Vernon Avenue Idaho Falls 83401 ID#: TBD Vernon Ave

41. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before
(Date) 08/22/2022 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

43. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☒ SEE ATTACHED BUYER'S EXHIBIT(S): 1 (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

DocuSigned by:

BUYER Signature Eric Wall BUYER (Print Name) J.E.T. Real Estate Holdings, LLC

Date 8/15/2022 Time 13:32 ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

☐ COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # _____
☐ COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) City of Idaho Falls

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____


City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

EXHIBIT A
Legal Description

RPA0188017001O: Lot 1, Block 17, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA0188016001O: Lot 1, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA0188016002O: Lot 2, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38
RPA0188016003O: Lot 3, Block 16, Bel Aire # 3 Amended # 1 Ne1/4, Sec 17, T 2N, R 38

BUYER'S Initials (^{DS} ) (_____) Date 8/15/2022 | 3:52 PM PDT **SELLER'S** Initials (_____) (_____) Date _____

Memorandum

File #: 21-628

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Community Development Services

Subject

Business Improvement District Management Agreement between the City of Idaho Falls and the Downtown Development Corporation.

Council Action Desired

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

Approve the Business Improvement District Management Agreement between Idaho Falls Downtown Development Corporation and the City of Idaho Falls (or take other action as deemed appropriate).

Description, Background Information & Purpose

As part of the Business Improvement District (BID) for the downtown area, each year the City has renewed a management agreement with the Idaho Falls Downtown Development Corporation (IFDDC). The agreement establishes what funds IFDDC will receive in support of achieving identified goals and objectives. The agreement also requires IFDDC to hold an annual meeting with BID members and report to the City Council.

Alignment with City & Department Planning Objectives



Interdepartmental Coordination

This agreement was reviewed by staff from the Planning Division and the City Attorney's Office.

Fiscal Impact

NA

Legal Review

This agreement has been reviewed by the City Attorney's Office pursuant to applicable law.

MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, hereinafter referred to as the “City,” P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 425 N Capital Ave, Idaho Falls, Idaho, 83402, hereinafter referred to as the “Corporation.”

WITNESSETH:

WHEREAS, the City, pursuant to Ordinance No. 3125 (the “Ordinance”), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District, hereinafter referred to as the “DISTRICT,” and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the District as established by the Ordinance, and

WHEREAS, the Corporation is willing to and is capable of providing certain administration and management services to the City regarding operation of the District;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the City hereby retains the Corporation to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the District. The Corporation warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title MANAGEMENT AGREEMENT

50, of the Idaho Code.

2. The principal office of the Corporation and registered agent thereof is presently located at 425 N Capital Ave, Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to the Corporation shall be mailed to such office or such other address designated in writing by the Corporation to the City.

3. On or before May 1, 2023, the Corporation shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the District for the 2022/2023 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the District. The Corporation shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2023, the Corporation shall provide to the City a projection of anticipated revenues and recommended expenditures of the District for the 2023/2024 fiscal year of the City. The Corporation shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the City. The City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to the Corporation.

5. Upon receipt by the City of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the City may forward the same to the Corporation. Upon receipt of such appeal, the Corporation shall forthwith review the appeal and make recommendations to the City Council regarding an appropriate disposition of the appeal.

MANAGEMENT AGREEMENT

6. The Corporation shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of the Corporation and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of the Corporation may be inspected by the City or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the City by the Corporation, the City agrees to pay the Corporation the sum of \$115,500, due and payable as follows:

- a. The sum of \$38,500, due and payable on or before October 1, 2022;
- b. The sum of \$38,500, due and payable on or before January 1, 2023;
- c. The sum of \$38,500, due and payable on or before June 1, 2023.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by the City under the Ordinance as of any of such due dates is insufficient to make such installment payments, the City shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the District. If the city thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the City and the Corporation shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. The Corporation shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the District.

9. The City shall be responsible for billing and collecting all BID assessments and

MANAGEMENT AGREEMENT

accounting for all revenues to and expenditures of the District in collaboration with the County.

10. The term of this Agreement shall commence on October 1, 2022 and shall terminate on September 30, 2023. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

12. The Corporation agrees that it 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 have set their hands and seals hereto on this _____ day of _____, 2022.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN
DEVELOPMENT CORPORATION

By: _____
Rebecca Casper, Mayor

By: _____
Catherine Smith, Executive Director

MANAGEMENT AGREEMENT

EXHIBIT A

Idaho Falls Downtown Development Corporation

Mission:

Idaho Falls Downtown Development Corporation (IFDDC) advances our historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

Organization:

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 9:00 am.

Objectives:

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

Goals:

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

MANAGEMENT AGREEMENT

Downtown Projects:

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Public Art
- Alley improvements (i.e. lighting and seating in alley) per the Downtown Plan
- Power line undergrounding in conjunction with Idaho Falls Power
- Execution of the Downtown Idaho Falls Plan

Marketing and Advertising Campaigns:

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. We have launched a Downtown Gift Certificate which can be used throughout downtown. We are also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2022 – 2023:

- **March** –St Paddy’s Day on Park, Find the Easter Bunny
- **April** – SpringBrew
- **July** – Taste of Downtown
- **September** – OktoberFest
- **November** - FallBrew, Downtown Light Christmas Festival, Shop Small Saturday, Horse Drawn Trolley Rides
- **February** – WinterBrew
- **May** – SummerBrew

IFDDC Staff Goals

- Broadway signage
- Overall marketing plan/execution for IFDDC (social media, print, video)
 - Expand social media presence with Instagram
 - Develop #BeADowntowner hashtag with ambassadors
- Execute events successfully and meet financial goals
- Develop metrics for tracking success/failure and progress
- Explore and consider joining Main Street America Program
- Execute Public Art Projects
- Execute beautification for downtown
- Research and find new grant opportunities for IFDDC
- Seek out tourism spots for marketing materials

Memorandum

File #: 21-630

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Community Development Services

Subject

Downtown Parking Memorandum of Understanding (MOU) between Idaho Falls Downtown Development Corporation (IFDDC) and the City of Idaho Falls.

Council Action Desired

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

Approve the Downtown Parking Memorandum of Understanding between IFDDC and the City of Idaho Falls (or take other action as deemed appropriate).

Description, Background Information & Purpose

The attached MOU is for management of downtown parking facilities. Previously, the MOU primarily addressed on-street spaces. Adjustments in the proposed MOU include adding enforcement and snow removal for the City-owned lot south of Broadway and north of the railroad, lots on both sides of the railroad tracks along Yellowstone, and The Broadway plaza. The agreement is a renewal for one year.

Alignment with City & Department Planning Objectives



The proposed MOU is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

This MOU was reviewed by staff from the Planning Division and the City Attorney's Office.

Fiscal Impact

NA

Legal Review

This MOU has been reviewed by the City Attorney's Office pursuant to applicable law.

**MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING
PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO
FALLS DOWNTOWN DEVELOPMENT CORPORATION**

THIS MEMORANDUM OF UNDERSTANDING FOR IFDDC PARKING PROGRAM BETWEEN CITY OF IDAHO FALLS, IDAHO AND IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION (hereinafter “MOU”) is entered into this day ____ of _____, 2022, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and the Idaho Falls Downtown Development Corporation, a 501 (c)(3) Idaho non-profit corporation, 381 Shoup Ave, Ste. 207, Idaho Falls, Idaho, 83402 (hereinafter “IFDDC”).

WHEREAS, the downtown area in Idaho Falls is a vital, vibrant, and important part of our community; and

WHEREAS, the commercial and business establishments in downtown thrive when there is efficient and effective and predictable parking usage; and

WHEREAS, CITY wishes to promote the downtown area and to explore a different way to manage the availability of on-street and off-street parking in the area depicted in Exhibit “A” incorporated in this MOU; and

WHEREAS, the Idaho Falls Downtown Development Corporation (“IFDDC”) is dedicated to the improvement and sustaining of the downtown area for commercial, business, and residential purposes; and

WHEREAS, CITY and IFDDC are of the opinion that IFDDC has the proper interest, organization, and staffing to regulate on-street and off-street parking in the downtown area; and

WHEREAS, CITY and IFDDC desire to allow IFDDC to regulate downtown parking for the term of this MOU in order to have an effective downtown parking program.

THEREFORE, in consideration of the mutual promises below, CITY and IFDDC agree as follows:

1.0 IFDDC’s OBLIGATIONS

1.1 Scope of IFDDC’S Authority

IFDDC shall administer permits and enforcement of IFDDC parking program on CITY streets and public rights-of-way within the area in and around downtown Idaho Falls and as identified on the map incorporated into this MOU as Exhibit “A,” including both sides of the streets that form the borders of the area illustrated in Exhibit “A.” Upon mutual written agreement, CITY and IFDDC may amend Exhibit “A.”

1.2 IFDDC’s Parking Regulations

IFDDC shall apply all relevant state and local on-street and off-street parking regulations on City streets and public rights-of-way within the downtown area, as identified on the map appropriated as Exhibit “A” through the term of this MOU. Such parking regulations

include those contained in Idaho Code Title 49 and Idaho Falls City Code , especially those regulations within Idaho Falls City Code Title 9.

1.3 IFDDC to Remove Snow

During the term of this MOU, IFDDC shall remove snow from the paved parking spots and sidewalks within the Downtown Parking Lot and the Yellowstone Parking Lots. The Downtown Parking Lot is the CITY-owned lot bordered on the west by Park Avenue, on the south by railroad tracks, the east by Shoup Avenue, and on the north by the buildings and lots that front Broadway Street. The Yellowstone Parking Lots are the CITY-owned lots bordered on the west by Yellowstone Ave, on the south by Maple Street, on the east by Eastern Avenue, and on the north by Birch Street. For the convenience of the Parties, these properties are illustrated in Exhibit “B.”

In addition, IFDDC shall also remove snow from Broadway Plaza, including the pedestrian plaza located at 340 Memorial Drive, adjacent and internal sidewalks, and paved parking spots adjacent to the west of the north-south alley that runs through the city block that is bordered on the west by Memorial Drive, on the south by Broadway Street, on the east by S. Capital Avenue, and the north by A Street. Sidewalks that shall have the snow removed also include the sidewalks that are adjacent to Memorial Drive, to and along A Street, to and along the north-south alley, to and along Broadway Street. For the convenience of the Parties, these properties are illustrated in Exhibit “B.”

1.4 Broadway Plaza Cleaning

IFDDC shall also conduct a cleaning of Broadway Plaza. The cleaning should include the removal of all trash, leaves, weeds, and other debris; and power washing of the concrete pedestrian plaza. The cleaning of Broadway Plaza shall be completed no later than October 15, 2022.

1.5 CITY’s Jurisdiction

IFDDC acknowledges that this MOU is not intended to be construed in any way to void, limit, or restrict CITY’s jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way. Neither shall this MOU be construed as granted IFDDC an exclusive right to apply or enforce on-street and off-street parking regulations in the downtown area.

1.6 Collections and Use of Revenue

CITY agrees to pay IFDDC one hundred thirty one thousand seven hundred dollars (\$131,700) per year, during the term of this MOU, for management and enforcement of on-street and off-street parking in the area illustrated in Exhibit “A.” IFDDC shall collect revenues associated with regulation and enforcement of the IFDDC Parking Program, including collection of administrative fines and penalties related to enforcement as described in this MOU, on dedicated CITY streets, parking lots, and public rights-of-way in the area shown in Exhibit “A.” IFDDC agrees that revenues generated from parking enforcement, encompassed by this MOU, shall be specifically accounted for and used

exclusively on public transportation or maintenance and improvement of CITY streets, public rights-of-way, public parking facilities, and public property, as directed by CITY. In the event that IFDDC's costs exceed, one hundred thirty-one thousand seven hundred dollars (\$131,700), IFDDC may deduct reasonable costs directly attributable to enforcement or collection of parking revenue from the amount of revenue collected for and on behalf of CITY.

Nothing in this MOU precludes IFDDC from retaining monies collected in excess of IFDDC program expenses as reserve funds for future downtown parking enhancements.

1.7 Parking and Traffic Control Signs

CITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by IFDDC. IFDDC shall correct any inadequate or improper signage or markings at the direction of CITY's Director of Public Works. Any additional signage requested by IFDDC related to this MOU shall be approved by CITY Director of Public Works.

1.8 Liability Coverage Provisions

CITY is a governmental entity subject to statutory and constitutional restrictions concerning the acceptance of liability, CITY's liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment and will not be responsible for the other Parties risks or liabilities.

1.8.1 Each Party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.8.2 Subject to the limits of CITY liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, IFDDC shall indemnify and hold CITY and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by IFDDC's performance under this MOU.

1.8.3 Indemnatee shall promptly notify the IFDDC of any such claim of which it has knowledge and shall cooperate fully with IFDDC or its representatives in the defense of the same, to the extent allowed by Idaho Code and Idaho County Risk Management Program (ICRMP).

1.8.4 IFDDC's shall maintain Automobile Insurance, Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of liability of one million dollars (\$1,000,000.00) Combined Single Limits. IFDDC shall provide to CITY, upon request, proof of insurance for any required coverage under this paragraph.

1.8.5 IFDDC shall indemnify, defend and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorney's fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on IFDDC's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of IFDDC, or any of its agents, subcontractors, employees, invitees or guests. IFDDC, upon notice from CITY, shall defend CITY at IFDDC's expense by counsel reasonably satisfactory to CITY. IFDDC, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.9 Reporting Obligations

1.9.1 Claim Reporting. IFDDC shall provide a report to CITY of any liability or negligence claim of which it had knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.9.2 Activity Reporting. On or before June 1, 2021, IFDDC shall provide an annual report to CITY summarizing the following:

- a. number of parking permits sold for CITY streets and public-rights-of-way;
- b. revenue from permits sold for CITY streets and public rights-of-way;
- c. revenue generated from collection of administrative fines and penalty tickets;
- d. locations and amount of each ticket for parking violations on CITY streets, public property, public parking lots, and public rights-of-way; and
- e. percentage of total IFDDC parking ticket revenue collected from tickets for CITY streets, public property, public parking lots, and public rights-of-way.

2.0 Grant of Authority

IFDDC employees are hereby granted the authority to issue permits and tickets or citations and to enforce CITY parking regulations on all CITY streets and public rights-of-way shown on Exhibit "A" in the manner as outlined in the Idaho Falls City Code.

3.0 General Terms

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this MOU shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts

and assurances as any Party to the MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

IFDDC:	Executive Director 381 Shoup Avenue, Ste. 207 Idaho Falls, ID 83402
CITY:	Director of Community Development Services Department P.O. Box 50220 Idaho Falls, ID 83405 (208) 612-8256

3.3 Term

The term of this MOU shall commence on October 1, 2022, and shall end September 31, 2023. This MOU shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this MOU by providing written notice six (6) months in advance of the proposed termination. Monies and resources paid to or collected by IFDDC shall be apportioned pro rata, at the termination of this MOU. IFDDC shall remit CITY a detailed accounting of amounts paid to IFDDC from CITY, IFDDC's costs directly incurred by IFDDC's parking management, amounts collected by IFDDC, and any money withheld by IFDDC for its costs or retained as reserve funds for future downtown parking enhancements.

3.5 Open Records and Retention

IFDDC agrees that all records created as part IFDDC's day-to-day business performance of the MOU shall be treated as public records, as that term is defined in Idaho Code Title 74 Chapter 1. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act). In addition, IFDDC agrees to retain public records in accordance with Idaho Code § 50-907 and City's Retention Policy, Resolution No. 2016-22.

3.6 Modification

This MOU may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.7 Headings

The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.8 Entity Authority

Each individual executing this MOU on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this MOU is binding upon said Party in accordance with its terms.

3.9 Nondiscrimination

IFDDC shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin. In addition, IFDDC shall ensure that it administers the parking regulations and work under this MOU without discrimination 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.

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

IFDDC

By: _____
Catherine Smith

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. 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 he 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 Idaho Falls, Idaho

My Commission Expires: _____

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2022, before me, the undersigned, a notary public in and for said State, personally appeared Catherine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(Seal)

Notary Public for State of Idaho

Residing at Idaho Falls, Idaho

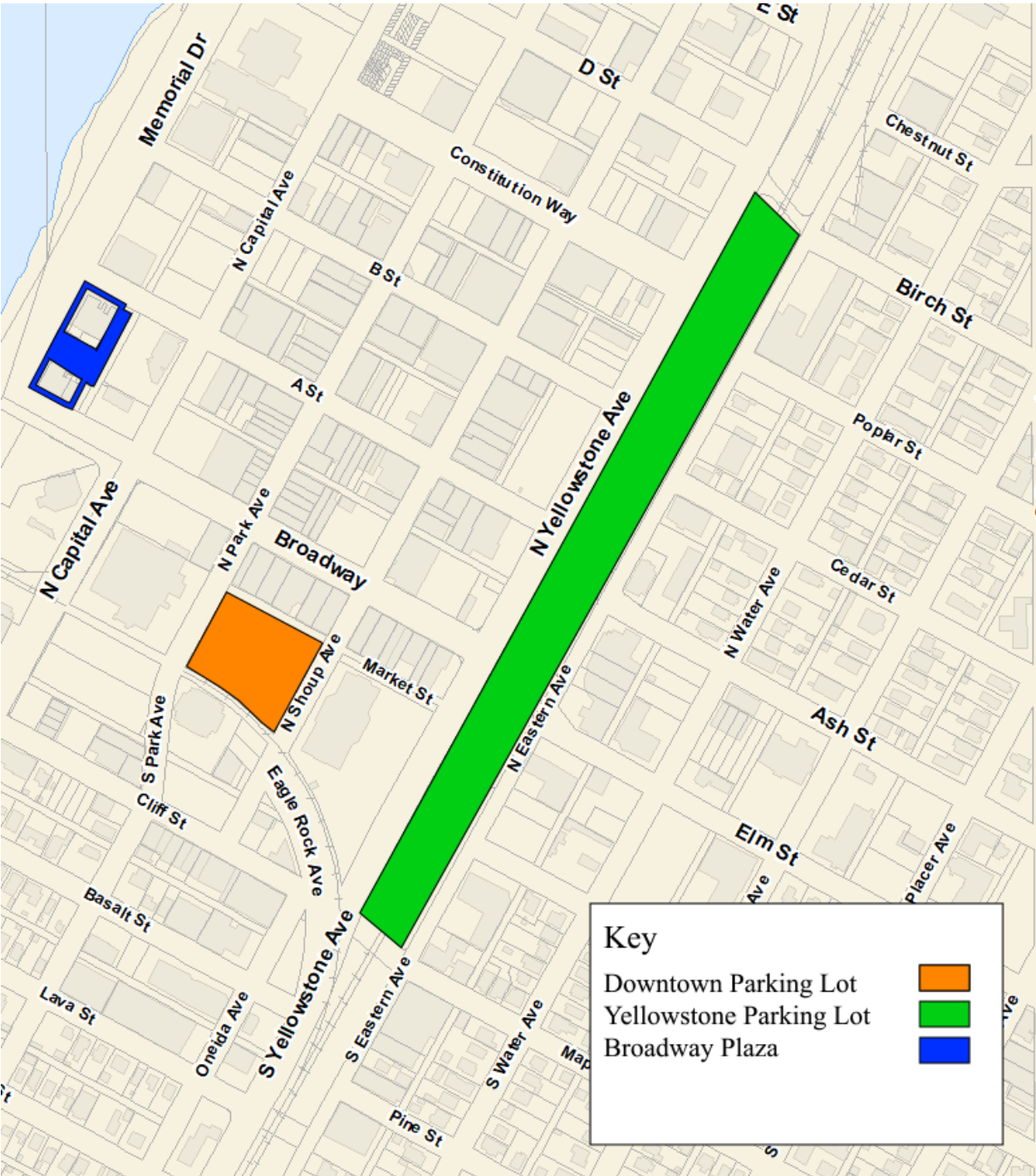
My Commission Expires: _____

Exhibit “A”

Exhibit A



Exhibit “B”



Memorandum

File #: 21-629

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Community Development Services

Subject

Parking Management Agreement between IF-1, LLC and the City of Idaho Falls for The Broadway parking garage.

Council Action Desired

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

Approve the Parking Management Agreement between IF-1, LLC and the City of Idaho Falls (or take other action as deemed appropriate).

Description, Background Information & Purpose

The attached agreement is for management of parking facilities at The Broadway. The parking spaces are public but managed by IF-1, LLC. The agreement is a renewal for one year.

Alignment with City & Department Planning Objectives



Interdepartmental Coordination

This agreement was reviewed by staff from the Planning Division and the City Attorney's Office.

Fiscal Impact

NA

Legal Review

This agreement has been reviewed by the City Attorney's Office pursuant to applicable law.

PARKING MANAGEMENT AGREEMENT

PARKING MANAGEMENT AGREEMENT, made and entered this ____ day of September, 2022, by and between IF-1, LLC, an Idaho limited liability company, herein referred to as "IF-1," and City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, referred to as "CITY."

WITNESSETH:

For and in consideration of the mutual covenants, conditions, and obligations set forth herein, the parties agree as follows:

1. Premises. CITY agrees to lease to IF-1, subject to the full and faithful performance of the terms and conditions of this Agreement, the parking spaces within the Garage Unit and Surface Parking Unit within The Broadway, located at 560 West Broadway and 344 Memorial Drive and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Garage"). IF-1 shall be entitled to the exclusive use of the Garage solely for the purpose of providing parking spaces for the public and the customers and tenants of The Broadway.

2. Term. The term of this Agreement shall commence from the date of execution by all parties and shall terminate on September 30, 2023.

3. Rental and Payment. IF-1 agrees to pay to CITY as rent for the Garage the sum of one dollar (\$1), due and payable concurrently with the execution of this Agreement.

4. Use of Garage. IF-1 is hereby granted the privilege of using the Garage for the purpose of providing off-street parking for the public and the customers and tenants of The Broadway.

5. Limitation on Use. IF-1 agrees that the Garage and improvements thereon shall be used only for the temporary parking of private motor vehicles by the public and the customers and tenants of The Broadway. IF-1 further agrees that the Garage shall not be used for parking of commercial vehicles, as defined by Idaho Code § 49-123 or for any other commercial purpose, except as permitted in this Agreement or without the express written consent of CITY.

The Garage shall be operated as a public parking facility and the parking spaces therein shall be generally open and available for parking by the public, including customers and tenants of The Broadway, on a first-come first-served basis; provided, however, that IF-1 may charge a fee to the public and customers and tenants of The Broadway to park in the Garage, as set forth in Paragraph 8 of this Agreement. CITY shall

have no authority to make additional rules or set standards governing the parking of vehicles in the Garage during the term of this Agreement.

6. Utilities. IF-1 shall be responsible for and pay all utilities for the Garage. CITY shall have no obligation to construct or provide water or sanitary sewer service lines, electrical, sanitation, telephone, or other utility services to the Garage.

7. Maintenance of Garage. IF-1 agrees to keep the Garage clear of any debris, trash, weeds, clutter, or other unattractive items of personal property. IF-1 shall also keep the Garage reasonably clear of snow, ice, or other obstruction or hazard to its use as a parking lot and pedestrian way. IF-1 shall also ensure the parking spaces are properly and clearly designated by pavement striping and parking barriers. IF-1 shall establish and maintain clearly marked entrance and exit points for vehicles, marked pedestrian access to elevators and stairs connected to underground and surface levels, adequate lighting and monitoring equipment, any parking management or control equipment (including automated gates, automatic ticket dispensers, or "attendant-less" kiosks), all elevators and stairs, signage, curbs, bumper guards, and wheel blocks. IF-1 shall also be responsible for maintaining fire suppression systems and providing and maintaining fire extinguishers. All other maintenance, repair and replacement of any portion of the Garage shall be the duty and responsibility of CITY, provided that if any portion of the Garage is damaged due to IF-1's failure to secure the Garage or failure to comply with this paragraph IF-1 shall be responsible for the repair or replacement.

8. Property Damage and Public Liability Insurance. IF-1 shall maintain and pay for fire and extended coverage insurance. In the event of any covered loss or damage to the Garage, IF-1 shall promptly restore the premises to the same or better condition as such improvement existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work. In the event the premises are totally destroyed or otherwise rendered inhabitable as a result of an uninsured cause, then this Agreement may be terminated by City if IF-1 shall fail to commence substantially the reconstruction of the Garage.

IF-1 agrees to obtain, at IF-1's own proper cost and expense, a policy of public liability insurance protecting and indemnifying City and IF-1 against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Garage and arising from the use, operation and maintenance of the Garage with liability limits of \$50,000 property damage and \$500,000 single limit with respect to bodily injury or death to any person or persons. City shall be named as co-insured on all such policies.

Prior to the delivery of the possession of the premises, IF-1 shall deliver a certificate of insurance to City evidencing the existence of property damage and public liability insurance described above. The policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to any changes in insurance coverage

provided by such insurance policies shall be sent to both City and IF-1. City shall have the right at any time to require IF-1 to provide to City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by IF-1.

9. Parking Rates. IF-1 shall have the discretion to set fees for parking in the Garage, provided that the fees do not exceed rates generally charged for public parking within the Idaho Falls downtown area. IF-1 may set fees for hourly parking or monthly parking provided that IF-1 shall offer the hourly or monthly parking fees to the public on the same terms as to the customers and tenants of The Broadway. IF-1 may also sell more monthly parking spaces than there are spaces allocated to monthly parking, within recognized industry standards. Notwithstanding, the City shall have the right to evaluate any such arrangement to ensure that the Garage is functioning in a commercially reasonable manner.

10. Waste. IF-1 agrees it will not commit nor permit any waste, or destruction of the Garage or the improvements thereon, and shall upon the expiration of the term hereof, return the Garage to CITY in the same condition as now exists, reasonable wear and tear excepted.

11. Compliance With Applicable Law. IF-1 agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes, or administrative laws of the City of Idaho Falls, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Garage. Notwithstanding the foregoing, IF-1 shall have no obligation to improve, alter or otherwise modify the physical structure of the Garage due to any changes in the rules, regulations, ordinances, statutes or administrative laws applicable to the Garage.

12. Compliance With Environmental Laws. IF-1 agrees not to store, dispose, use, or allow the use of any "hazardous substance" or "hazardous waste" upon the Garage, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15 U.S.C. § 2601, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWIVIA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"). Notwithstanding the foregoing, IF-1 may store, use and permit to be used hazardous substances in the Garage in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws those kinds and quantities of Hazardous Materials that

are normally used in conducting the activities permitted under this Agreement. In no event will IF-1 be in breach of this paragraph due to the use, release or disposal of petroleum or petroleum by-products by users of the Garage.

CITY, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the Garage at any time for the purpose of determining IF-1's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils, and groundwater testing and other tests necessary to protect CITY's interest in the Garage and ensure IF-1's compliance with the terms and provisions of this paragraph.

If IF-1 fails to strictly comply with the Environmental Laws, CITY may immediately and without prior notice enter upon the Garage and take such response action as reasonably necessary to bring the Garage into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by CITY for such response or remediation effort shall be promptly and immediately paid by IF-1.

CITY may, at the termination of this Agreement, perform an environmental audit of such scope and extent determined necessary by CITY, in order to determine IF-1's compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of CITY.

IF-1 agrees to indemnify and save CITY harmless from any and all damages, remedial orders, judgments, decrees, costs, and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from IF-1's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this Agreement, whichever is longer. Nothing herein shall be deemed to impose upon IF-1 any obligation or duty to indemnify CITY on account of any violation of the environmental laws by CITY, by any owner or leaseholder of the Garage prior to the commencement of the term of this Agreement, or for the conduct or omission of any user of the Garage.

13. Indemnification. IF-1 agrees to indemnify, defend, and hold City, its agents, elected officials, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of IF-1, its agents, employees, or invitees, under this Agreement.

To the extent permitted by the Idaho Constitution, the Idaho Tort Claims Act, Chapter 6, Title 9 of the Idaho Code, by any other law, City agrees to indemnify, defend, and hold IF-1, its agents, officers, board members, members and employees harmless from any and all costs, expenses, fees, penalties, liability, or loss resulting from any claim

or claims, of any kind or nature, arising directly or indirectly from the acts or omissions of City, its agents, employees, or invitees, under this Agreement.

14. Assignment. IF-1 shall not assign, mortgage, encumber, sublease, or transfer this Agreement or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

15. Termination of Agreement. IF-1 agrees to surrender and quit the Garage immediately upon the termination of this Agreement.

16. Default. In the event IF-1 shall file or have filed against it a petition under the Bankruptcy Act, or shall make an assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then and in such event, IF-1 shall be deemed to be in default of this Agreement, and in the event IF-1 shall fail to cure such default within thirty (30) days after written notice shall have been given to IF-1 by CITY in a manner provided herein below, the CITY may elect to terminate this Agreement or alternatively or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this Agreement or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by CITY.

17. Notices. All notices required under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in a writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

IF-1, LLC
Attn: Arthur F. "Skip" Oppenheimer
877 Main Street, Suite 700
Boise, ID 83702

City of Idaho Falls
Attn: Director of Municipal Services
P.O. Box 50220
Idaho Falls, ID 83405

18. Attorney's Fees. In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.

19. Waiver/Invalidity. If either party waives a breach of this Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Agreement. If any provision of this Agreement is found invalid, such invalidity shall not affect the enforceability of any other term or provision of this Agreement.

20. Binding Effect. This Agreement shall be binding upon the heirs, successors, personal representatives, or assigns of the parties hereto.

21. Non-discrimination. IF-1 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.

22. Complete Agreement. The parties acknowledge and agree that this writing shall constitute the complete and final agreement of the parties hereto on this topic, that all prior negotiations, representations, or understandings of the parties shall be deemed to merge into and are superseded by this Agreement. This Agreement may be amended only by written agreement duly and regularly executed by the parties hereto.

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

IF-1, LLC

By: _____
Jeremy Malone, Vice President
Oppenheimer Development Corporation,
Managing Member of IF-1, LLC

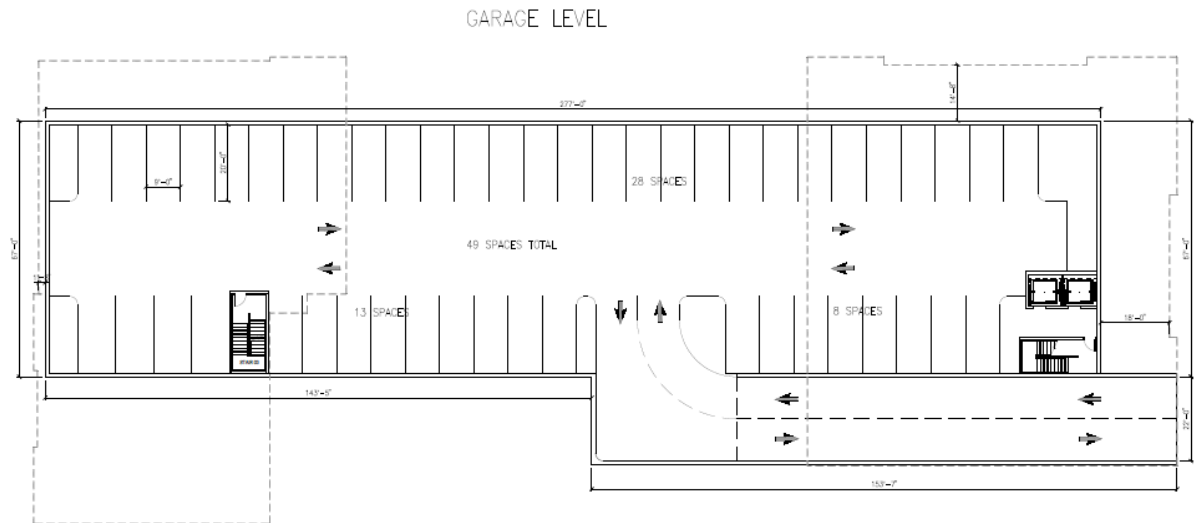
ATTEST

CITY OF IDAHO FALLS

By: _____
Kathy Hampton
City Clerk

BY: _____
Rebecca L. Noah Casper
Mayor

EXHIBIT "A"



Memorandum

File #: 21-597

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, August 3, 2022
DEPARTMENT: Community Development Services

Subject

Resolution to update the map of properties eligible for the waiver of electric line extension fees.

Council Action Desired

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

Approve the resolution allowing consideration of waiver or adjustment of electric line extension fee up to fifty percent (50%) of the Idaho Falls Power labor portion of the fee and updating the map of eligible properties (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for consideration is a Resolution which will update the map (Exhibit "A") of properties eligible for the waiver or adjustment of electric line extension fees. The purpose of the Resolution is to promote infill and redevelopment in these areas where infrastructure already exists. The Resolution removes eligibility from properties west of the Snake River and a small pocket near the intersection of Elva St. and L St. The Resolution extends eligibility to properties north of Anderson St. and near the I-15-Highway 20 interchange (see attached maps for comparison).

Alignment with City & Department Planning Objectives



The adjustment of the map supports growth by lowering financial barriers to infill and redevelopment in new target areas.

Interdepartmental Coordination

Reviews have been conducted with all necessary city departments to ensure coordination of program guidelines.

Fiscal Impact

Idaho Falls Power will recover a smaller portion of labor costs (no lower than 50%) to extend lines on new development projects in these areas. Conversely, new development projects in areas removed from the map will pay full labor costs going forward.

Legal Review

The Resolution has been reviewed by the City Attorney

RESOLUTION 2022-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has adopted a Comprehensive Plan that recommends encouraging development where City infrastructure (including utilities) already exists as a way to effectively manage growth and maintain proficient provisions of City services; and

WHEREAS, Idaho Falls Power (“IFP”) has the ability to provide electric utility services within City limits; and

WHEREAS, the Council desires that development pay for infrastructure required to support new development (rather than requiring rate payers and customers of Idaho Falls Power to pay or subsidize infrastructure); and

WHEREAS, in certain geographical areas, the City wishes to promote development or redevelopment; and

WHEREAS, the City Code and City Resolutions provide for electric line extension fees that recover costs incurred to extend Idaho Falls Power infrastructure; and

WHEREAS, a waiver or adjustment of electric line extension fees is one (1) method that may encourage development and redevelopment within the City limits where infrastructure already exists; and

WHEREAS, City Code currently provides that the Council may consider the waiver or adjustment of electric line extension fees in certain geographical areas identified by Resolution of the Council; and

WHEREAS, this Resolution identifies the geographical areas within Idaho Falls City limits which qualify for the consideration by Council of waiver or adjustment of some or all of the electric line extension fees associated with development and redevelopment of those areas; and

WHEREAS, the Council intended to review and update the map identifying areas eligible for the waiver at least annually; and

WHEREAS, the attached map reflects appropriate adjustments recommended by Community Development Services and IFP staffs.

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

1. Resolution 2018-27 is hereby rescinded.
2. The City hereby approves consideration of waiver or adjustment of electric line extension fee up to fifty percent (50%) of the IFP labor portion of the fee, for development and redevelopment in the areas identified in Exhibit "A" attached to this Resolution and made part hereof.
3. It is the Council's intent that City staff will review the areas identified in this Resolution designated for development or redevelopment at least annually and that staff will make recommendations to the Council for adjustments to the designated areas, as is deemed to be in the interest of such City development and redevelopment.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of _____ 2022.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, Ph.D., MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

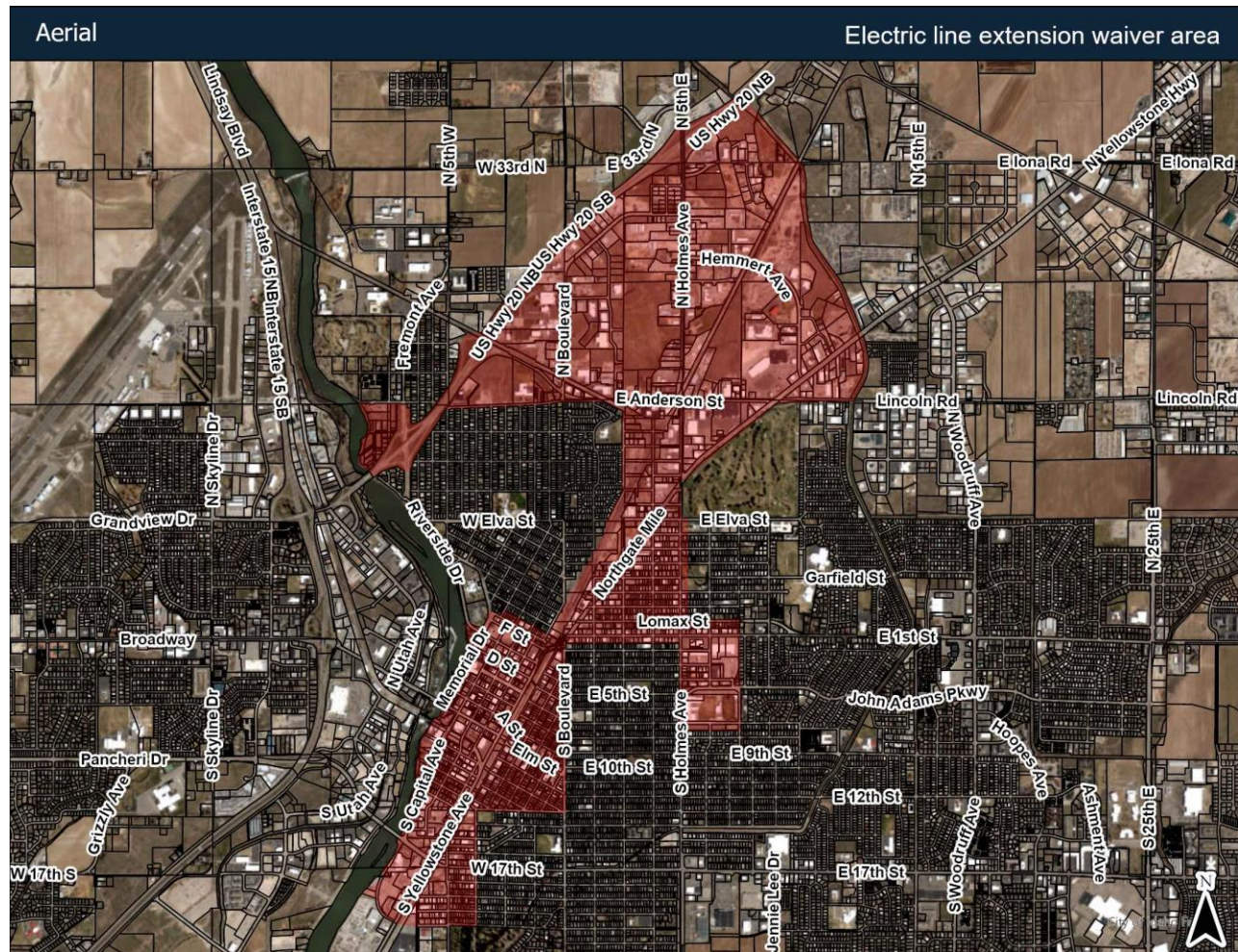
I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution
entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING
GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE
ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE
EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING
THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE,
APPROVAL AND PUBLICATION ACCORDING TO LAW.”

KATHY HAMPTON, CITY CLERK

(SEAL)

EXHIBIT "A"



RESOLUTION 2018-27

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has adopted a Comprehensive Plan that recommends encouraging development where City infrastructure (including utilities) already exists as a way to effectively manage growth and maintain proficient provisions of City services; and

WHEREAS, Idaho Falls Power ("IFP") has the ability to provide electric utility services within City limits; and

WHEREAS, the Council desires that development pay for infrastructure required to support new development (rather than requiring rate payers and customers of Idaho Falls Power to pay or subsidize infrastructure); and

WHEREAS, in certain geographical areas, the City wishes to promote development or redevelopment; and

WHEREAS, the City Code and City Resolutions provide for electric line extension fees that recover costs incurred to extend Idaho Falls Power infrastructure; and

WHEREAS, a waiver or adjustment of electric line extension fees is one (1) method that may encourage development and redevelopment within the City limits where infrastructure already exists; and

WHEREAS, City Code currently provides that the Council may consider the waiver or adjustment of electric line extension fees in certain geographical areas identified by Resolution of the Council; and

WHEREAS, this Resolution identifies the geographical areas within Idaho Falls City limits which qualify for the consideration by Council of waiver or adjustment of some or all of the electric line extension fees associated with development and redevelopment of those areas.

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

1. The City hereby approves consideration of waiver or adjustment of electric line extension fee up to fifty percent (50%) of the IFP labor portion of the fee, for development and redevelopment in the areas identified in Exhibit "A" attached to this Resolution and made part hereof.

2. It is the Council's intent that City staff will review the areas identified in this Resolution designated for development or redevelopment at least annually and that staff will make recommendations to the Council for adjustments to the designated areas, as is deemed to be in the interest of such City development and redevelopment.

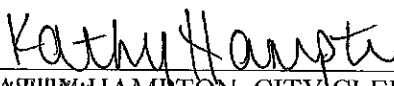
This Resolution shall be in full force and effect from and after its passage by the Council.

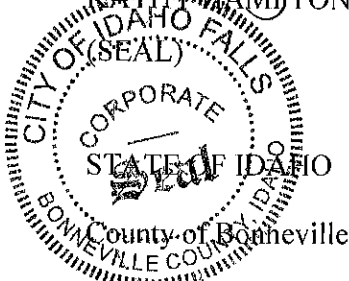
ADOPTED and effective this 25 day of October 2018.

CITY OF IDAHO FALLS, IDAHO


REBECCA L. NOAH CASPER, MAYOR

ATTEST:

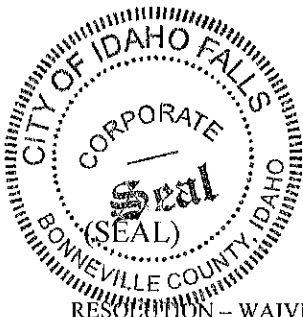

KATHY HAMPTON, CITY CLERK

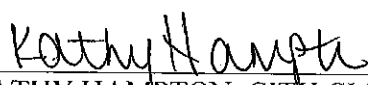


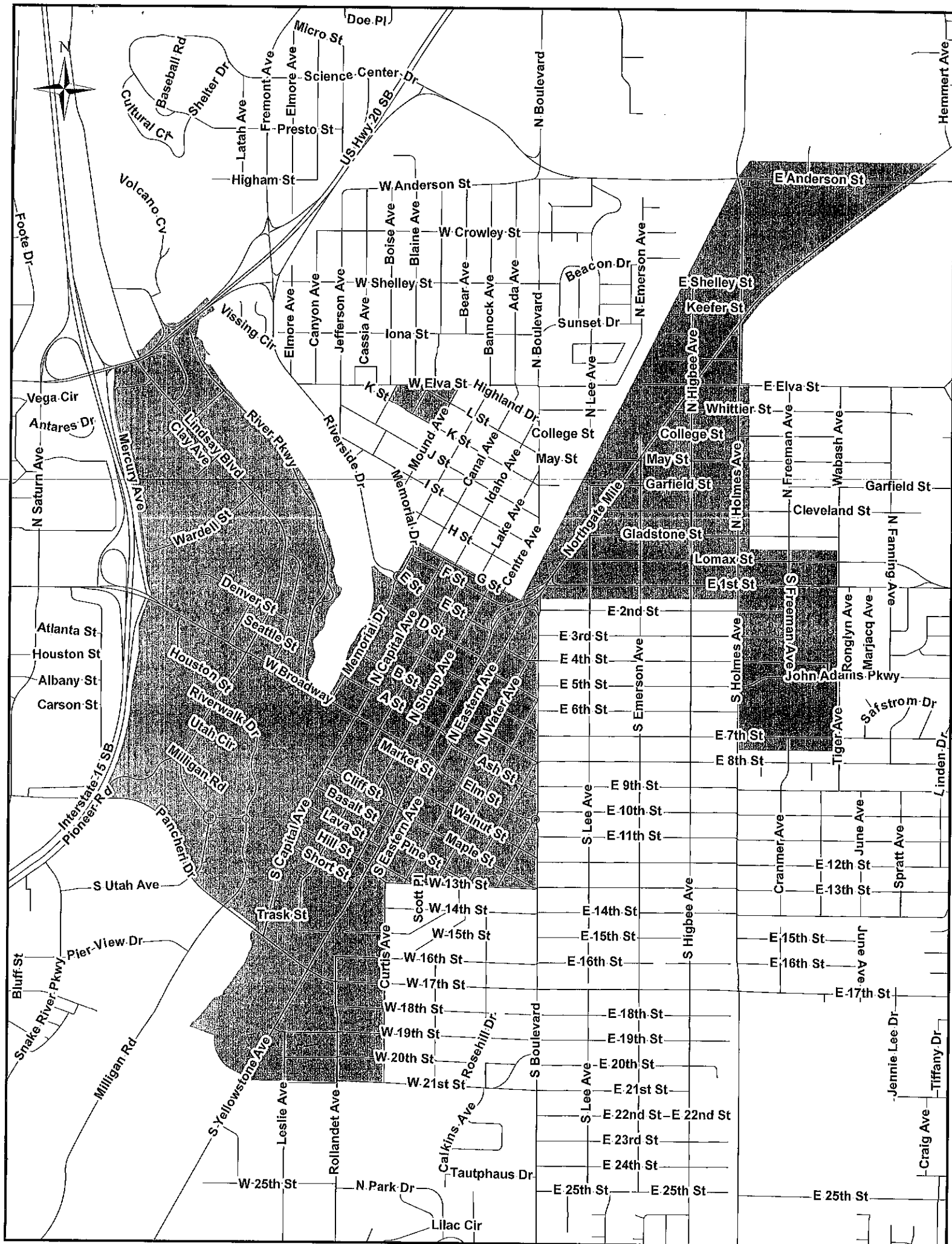
)
: ss.
)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."




KATHY HAMPTON, CITY CLERK



File #: 21-631

City Council Meeting

FROM: Brad Cramer, Director
DATE: Wednesday, August 3, 2022
DEPARTMENT: Community Development Services

Subject

Final Plat Extension for Providence Point Division 1, 1st Amended.

Council Action Desired

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

Approve the extension for the Final Plat for Providence point Division 1, 1st Amended (or take other action deemed appropriate).

Description, Background Information & Purpose

The City Council approved the final plat for Providence Point, Division No. 1, First Amended at its November 10, 2021, meeting. The Subdivision Ordinance requires that the plat be provided to the city for recording within 6 months of Council approving the plat unless the Council provide an extension or other time period granted by the Council. Since November, the developer has been continually working preparing the plat for signature and recording. The amended plat affects the adjacent church property and it has taken longer than expected to finalize those conversations. Nothing has changed with the Subdivision Ordinance or the plat layout since November 2021. Staff continues to recommend approval of the plat as it meets all the minimum subdivision standards. The developer anticipates being able to provide the plat for recording in the near future but requests an extension to November 30, 2022 to allow them to complete the process.

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

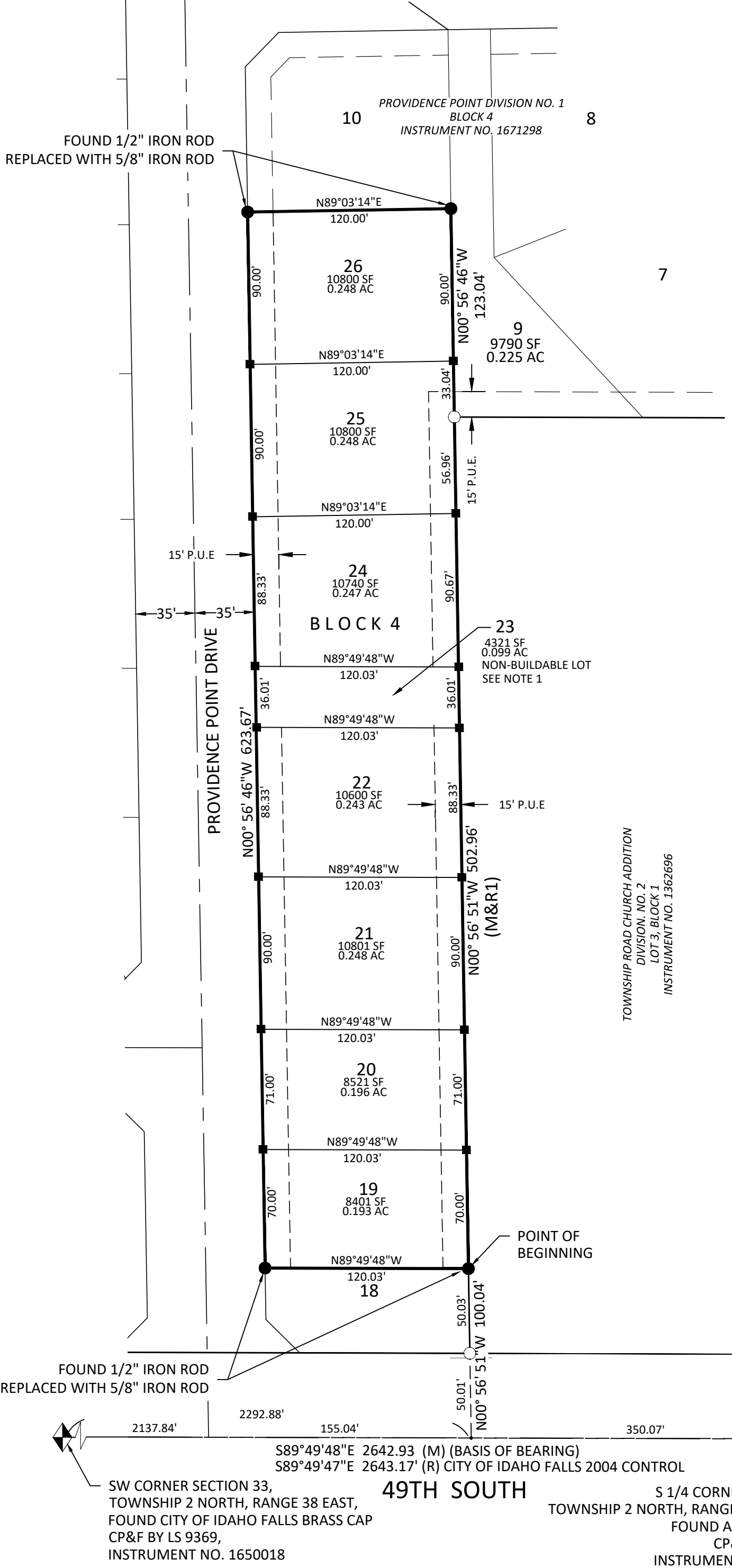
NA

Legal Review

This application has been reviewed by the City Attorney's Office pursuant to applicable law

PROVIDENCE POINT DIVISION NO. 1 - FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOTS 11-17, BLOCK 4 OF PROVIDENCE POINT DIVISION NO.1 AS RECORDED IN INSTRUMENT NO. 1671298
AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN



NOTES

1. LOT 23, BLOCK 4; IS HEREBY RESERVED AS A BLANKET PUBLIC UTILITY EASEMENT.
2. A 15' FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.

LEGEND

- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- 15' PUBLIC UTILITY EASEMENT (P.U.E.) UNLESS OTHERWISE DIMENSIONED
- EXISTING UTILITY EASEMENT OUTSIDE THE PLAT BOUNDARY
- FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- P.L.S.S. CORNER AS NOTED
- TOWNSHIP ROAD CHURCH ADDITION, DIVISION NO. 2 AS RECORDED IN INSTRUMENT NO. 1362696

BASIS OF BEARING

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.00027265 FOR A GRID TO GROUND CONVERSION, (REFERENCE FRAM NAD_83(2011), EPOCH 2010.0000). THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

SHEET 1 OF 2

EAGLE ROCK ENGINEERING

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

OFFICES AT:	SURVEYED BY: ADAM SNARR
1331 Fremont Ave. Idaho Falls, Idaho 83402	DRAWN BY: SCOTT ROWLEY
	APPROVED BY: KURT ROLAND
	PROJECT NO. 21100
	SCALE: 1:60
310 N 2nd East, Suite 153 Rexburg, Idaho 83440	DATE: SEPTEMBER 2021
	REVISION: 0
	CAD NAME: PROV POINT DIV 1 FP.DWG

PROVIDENCE POINT DIVISION NO. 1 - FIRST AMENDED

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A REPLAT OF LOTS 11-17, BLOCK 4 OF PROVIDENCE POINT DIVISION NO.1 AS RECORDED IN INSTRUMENT NO. 1671298
AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED MC & DM INVESTMENTS 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 PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SEAL AND SIGNATURE THIS _____ DAY OF _____, 2021.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2012, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DEAN M. MORTIMER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF COMFORT CONSTRUCTION, INC., MANAGING MEMBER OF MC & DM INVESTMENTS 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 HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: _____

COMMISSION EXPIRATION DATE: _____

BOUNDARY DESCRIPTION

LOTS 11 THROUGH 17, BLOCK 4, PROVIDENCE POINT, DIVISION NUMBER 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO AS RECORDED WITH THE OFFICE OF THE RECORDERS OF BONNEVILLE COUNTY, IDAHO, AS INSTRUMENT NUMBER 1671298.

CONTAINING 1.721 ACRES.

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.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS DATE:

TREASURER'S CERTIFICATE

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

DATE BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

THE PROPERTY INCLUDED IN THIS PLAT HAS PETITIONED FOR AND BEEN REMOVED FROM ALL FUTURE IRRIGATION WATER RIGHTS.

DATE: 11-18-2020 INSTRUMENT NO. 1663922

COUNTY SURVEYOR'S VERIFICATION

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

DATE: _____

BONNEVILLE COUNTY SURVEYOR, SHANE C. REMER
P.L.S. NO. 12222

CITY'S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS _____ DAY OF _____, 2021.

MAYOR

CITY CLERK

CITY ENGINEER
KENT J. FUGAL, PE 9247

CITY SURVEYOR
KENNETH BALDWIN ROBERTS, PLS 9755

PREVIOUSLY PLATTED EASEMENTS VACATION CERTIFICATE

THE OWNER DOES HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. §50-1306A(S) HAVE BEEN COMPLIED WITH IN ORDER TO VACATE PORTIONS OF THE FOLLOWING EASEMENT(S) OF RECORD WITHIN THE PLAT BOUNDARY:

- 1.) LOT 14, BLOCK 4 NOTED AS A NON-BUILDABLE LOT AND A PUBLIC UTILITY EASEMENT GRANTED BY PROVIDENCE POINT DIVISION NO. 1 SUBDIVISION, A SUBDIVISION OF THE CITY OF IDAHO FALLS, FILED WITH THE OFFICE OF THE RECORDER FOR BONNEVILLE COUNTY, IDAHO AS INSTRUMENT NUMBER 1671298, DATED: 1-19-2021.

THE VACATED EASEMENT LISTED HAS BEEN REMOVED FROM THIS DRAWING. ALL OTHER EXISTING EASEMENTS SHOWN HEREON ARE STILL ACTIVE AND VALID.

UPON APPROVAL BY THE CITY OF IDAHO FALLS, EXECUTION AND RECORDING OF THIS DOCUMENT, THE PORTIONS OF SAID EASEMENT SHALL BE VACATED WITHOUT FURTHER FUNCTION OF LAW.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SEAL AND SIGNATURE THIS _____ DAY OF _____, 2021.

MC & DM INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY

DEAN MORTIMER, PRESIDENT OF COMFORT CONSTRUCTION, A IDAHO LIMITED LIABILITY COMPANY
MANAGING MEMBER OF MC & DM INVESTMENTS LLC

SURVEYORS NARRATIVE

EAGLE ROCK ENGINEERING WAS COMMISSIONED BY MC-DM INVESTMENTS LLC TO REDESIGN A PORTION OF BLOCK 4 OF PROVIDENCE POINT DIVISION NUMBER 1 AS PURSUANT TO INSTRUMENT NUMBER 1671298. A RECONFIGURATION OF LOTS 11 THROUGH 17 ARE BEING DONE TO INCLUDE SEVEN NEW BUILDABLE LOTS AND ONE NON-BUILDABLE LOT LOCATED IN BLOCK 4. LOTS 10 AND 18 WILL REMAIN THE SAME AS SHOWN IN DIVISION NUMBER 1, BLOCK 4 LAYOUT AND FOUND MONUMENTS ALONG THE SOUTH LINE OF LOT 10, BLOCK 4 AND THE NORTH LINE OF LOT 18, BLOCK 4 WILL BE THE MAIN CONTROL FOR THE 1ST AMENDED PLAT. THE FOUR CORNERS OF LOT 10 AND LOT 18 ARE 1/2 INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369 AND WILL BE REPLACED WITH 5/8 INCH IRON RODS WITH PLASTIC CAPS STAMPED L.S. 9369. EAGLE ROCK ENGINEERING CONTROL IS BASED OFF PROVIDENCE POINT, DIVISION NUMBER 1 MEASURED FIELD DATUM AS ADJUSTED FROM 2004 CITY OF IDAHO FALLS COORDINATE SYSTEM.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.


BONNEVILLE COUNTY RECORDER DATE

SURVEYOR'S CERTIFICATION

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS PROVIDENCE POINT DIVISION NO. 1 FIRST AMENDED, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

LICENSE NO. 9369

SHEET 2 OF 2

	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	<table><tr><td>SURVEYED BY:</td><td>ADAM SNARR</td></tr><tr><td>DRAWN BY:</td><td>SCOTT ROWLEY</td></tr><tr><td>APPROVED BY:</td><td>KURT ROLAND</td></tr><tr><td>PROJECT NO.</td><td>21100</td></tr><tr><td>SCALE:</td><td>N/A</td></tr><tr><td>DATE:</td><td>SEPTEMBER 2021</td></tr><tr><td>REVISION:</td><td>0</td></tr><tr><td>CAD NAME:</td><td>PROV POINT DIV 1 FP.DWG</td></tr></table>	SURVEYED BY:	ADAM SNARR	DRAWN BY:	SCOTT ROWLEY	APPROVED BY:	KURT ROLAND	PROJECT NO.	21100	SCALE:	N/A	DATE:	SEPTEMBER 2021	REVISION:	0	CAD NAME:	PROV POINT DIV 1 FP.DWG
SURVEYED BY:	ADAM SNARR																
DRAWN BY:	SCOTT ROWLEY																
APPROVED BY:	KURT ROLAND																
PROJECT NO.	21100																
SCALE:	N/A																
DATE:	SEPTEMBER 2021																
REVISION:	0																
CAD NAME:	PROV POINT DIV 1 FP.DWG																

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF PROVIDENCE POINT, DIVISION NO. 1, FIRST AMENDED, LOCATED GENERALLY NORTH OF E 49TH S, EAST OF PROVIDENCE POINT DR, SOUTH OF RESILIENT LN, WEST OF STANFIELD LN

WHEREAS, the applicant filed an application for a final plat on June 28, 2021; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 3, 2021; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 10, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

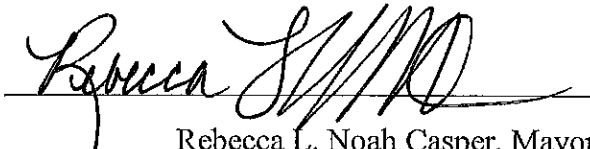
1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.72 acre parcel located generally North of E 49th S, East of Providence Point Dr, South of Resilient Ln, West of Stanfield Ln.
3. The property is zoned R1.
4. The plat includes 7 residential lots, all of which meet the minimum standards for the R1 Zone.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan.
7. The Planning and Zoning Commission recommended approval of the final plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 10 DAY OF November, 2021


Rebecca L. Noah Casper, Mayor

FROM: Brad Cramer, Director
DATE: Monday, November 1, 2021
DEPARTMENT: Community Development Services

Subject

Final Plat and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division 1, 1st Amended.

Council Action Desired

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

1. Accept the Final Plat for Providence Point Division 1, 1st Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Providence Point Division 1, 1st Amended and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1, 1st Amended. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.



☐ ☒ ☒ ☐ ☒ ☐ ☐ ☐

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

N/A

Legal Review

This application has been reviewed by The City Attorney pursuant to applicable law.

August 3, 2021

7:00 p.m.

Planning Department

City Annex Building

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

MEMBERS ABSENT: Arnold Cantu, Margaret Wimborne, Lindsey Romankiw

ALSO PRESENT: Assistant Planning Directors Kerry Beutler, Naysa Foster, Caitlin Long, and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the Minutes from July 20, 2021, Denney seconded the motion and it passed unanimously.

Business (s):

2. PLAT 21:025: FINAL PLAT. Final Plat for Providence Point Division No. 1, First Amended.

Applicant: Kurt Roland, Eagle Rock Engineering, 1331 Fremont Drive, Idaho Falls, Idaho. Roland stated that the LDS Church wanted the access road shifted and they are adding one lot to the south. Roland stated that the first lot is a lift station lot and then it goes to building lots and the narrow lot that goes into the church lot is not buildable.

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

Hicks clarified that they will still have access on 49th. Beutler stated that the church will have their eastern access open, and the western access will close and then they will have access onto Providence Point Drive.

Black moved to recommend to the Mayor and City Council approval of the Providence Point Division No. 1, First Amended, as presented, Morrison seconded the motion and it passed unanimously.



City Council Meeting

Minutes - Final

680 Park Avenue
Idaho Falls, ID 83402

Wednesday, November 10, 2021

7:30 PM

City Council Chambers

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

2. Pledge of Allegiance.

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

3. Public Comment.

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

Kris Burnham, Idaho Falls resident, appeared. Ms. Burnham thanked the Council for their work and service for the city. She believes that it's becoming obvious that not enough people may have been aware that South Capital Park was one of the proposed locations for the water tower. She also believes there's a lot of objections being raised about this location. Ms. Burnham stated she's perplexed why the city is continuing down this path when it's clear that it's the wrong path. She believes some of the other options seemed to have been dismissed early on for various reasons. Ms. Burnham stated she's also hearing there are other viable sites/options that were never on the table and she questioned why they have not been explored. She also stated she hates the idea to settle for a terrible choice just because not all options have been looked at and that a decision was made without the benefit of enough information, or enough diligence, or enough time, and now that decision will stand because the city doesn't want to admit that they could've done better. Ms. Burnham stated if those other locations were rejected due to costs or not taking the time to look at alternatives or mistakes were made, now is the time to correct and rethink as it isn't too late. She also stated going down the wrong path further doesn't make it become the right path and if more costs are incurred because of a change of course, then so be it. She questioned those costs in a hundred-year timeframe rather than an election-cycle timeframe. She requested to not get stuck with a bad choice for 100 years without being absolutely certain that it's the best possible choice.

Jonathan Gallup appeared. Mr. Gallup stated he was born and raised in Idaho Falls, has loved and enjoyed the greenbelt growing up, and has loved seeing the development over the years and along the river. He also stated he has seen the effort to give the river more green space and more buffer. He believes this is evident how important South Capital Park is that gives more breathing to the river. He also believes that green space is important for a lot of reasons, it's accessible for those working downtown and the neighborhood across the street, and it would be devastating to make a long-term decision that would have a big impact on that green space. Mr. Gallup indicated he is also a member of the Rotary Club. He stated it was amazing to see the recent donation for Heritage Park for new green space at the river, while realizing that is not as accessible to the local residents. He urged the Council to reconsider the location for the water tower.

Melissa Ball, Idaho Falls resident, appeared. Ms. Ball believes what matters personally is looking at this (park) space 40+ years ago. She stated she is so pleased with the effort that has been made around that river, and that is why the city was named City of Idaho Falls as the city wants to showcase the river. She questioned a 14-story structure in one of the oldest parks. She stated

this baffles her and she is curious to understand more. Ms. Ball offered any personal help for a new location. She stated she is not opposed to getting more involved if she could be of assistance.

Following a brief explanation by Mayor Casper, it was moved by Councilor Hally, seconded by Councilor Francis, that the ordinance revising and standardizing Title 2 of the City Code as agenda item 5.D.2) be removed because it is not ready to go and legal has more work, and that the Council will continue discussing this on November 23. The motion carried by the following vote: Aye - Councilor Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

4. Consent Agenda.

A. Municipal Services

- 1)** Bid IF-22-A, Purchase Replacement Street Sweeper for Public Works
This purchase includes a trade-in value of \$30,000 for unit #1527, a 2010 Elgin Pelican Sweeper that has reached its useful life and is scheduled for replacement.
- 2)** Bid IF-22-D, Purchase New Vector Vacuum Stock Unit for Public Works
This purchase is an approved budgeted addition to the Water Department equipment fleet for fiscal year 2021/22.
- 3)** Bid IF-22-E, Purchase Replacement Vector Truck for Public Works
This purchase includes a trade-in value of \$40,000 for unit #1176, a 2013 International 7500 that has reached its useful life and is scheduled for replacement.
- 4)** Minutes from Council Meetings
October 25, 2021 City Council Work Session and October 28, 2021 City Council Meeting.
- 5)** License Applications, all carrying the required approvals

Recommended Action:

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

5. Regular Agenda.

A. Public Works

- 1)** Right-of-Way Vacation - Township Road Church Addition, Division No. 2, Instrument No. 1362696
A sight-triangle chamfer was dedicated for public use as part of the Township Road Church Addition within Division 2 referred to as Instrument No. 1362696. The alignment for Providence Point Drive has shifted further to the east eliminating the need for the right-of-way chamfer. Staff has concluded there is no need to retain the right-of-way in question.

Public Works Director Chris Fredericksen appeared. He noted the underlying easements would not be intended for vacation.

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

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

ORDINANCE NO. 3424

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE VACATION OF A RIGHT OF WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT OF WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

2) Easement Vacation - Parkwood Addition, Division 4, Lot 4, Block 2, Instrument No. 1362696

The property owners have requested that the underground utility easement residing within Parkwood Addition, Division 4, Lot 4, Block 2 and referred to as Instrument No. 1005885 be vacated to make better use of the property. Staff has concluded that the existing easement is no longer needed.

Director Fredericksen noted the instrument number listed in the subject line submitted is incorrect.

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

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

ORDINANCE NO. 3425

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE VACATIONS OF EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

3) Resolution to Adopt a Revised Snow and Ice Control Policies and Procedures Manual

Attached is a proposed resolution to amend the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual as discussed at the August 23, 2021 Council Work Session. The policy has been updated to reflect current snow removal practices and to account for newly annexed streets.

Four streets are proposed for changing plowing practices and include Nevada Avenue, Seattle Street, Technology Drive and Freeman Avenue. If approved, these streets would be plowed to the outside

rather than plowed to the center of the roadway. A map is attached that highlight these changes.

Director Fredericksen indicated the county will plow 33rd North and the city would pick up plowing associated with Pioneer Road and Pioneer Drive. He noted more than four (4) miles of roadway and eight (8) new cul-de-sacs have been added to the city this year. Per Councilor Francis, Director Fredericksen confirmed the city traded Pioneer Road with the county. Per Councilor Burtenshaw, Director Fredericksen confirmed plowing will occur from MK Simpson to Sage Lakes. Per Mayor Casper, Director Fredericksen stated the majority of these routes are more commercial. He noted it's the Street Division's practice to notify owners in advance of snow removal activities. Councilor Freeman clarified the resolution being signed is slightly different than the resolution that was included in the packet. He noted 'revises' is being changed to 'adopts'.

It was moved by Councilor Freeman, seconded by Councilor Radford, to adopt the resolution to revise the City of Idaho Falls Snow and Ice Control Policies and Procedures Manual which has been updated to reflect current snow removal practices and give authorization for the Mayor and City Clerk to execute the documents. The motion carried by the following vote: Aye - Councilors Freeman, Radford, Burtenshaw, Francis, Hally. Nay - none.

RESOLUTION NO. 2021-33

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING A UNIFORM SNOW AND ICE CONTROL POLICIES AND PROCEDURES MANUAL AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

B. Idaho Falls Power

1) IFP 21-38, Additional Spending Request for Fiber Optic Cable Installation Services

City Council approved Wheeler Electric, Inc.'s original contract to provide the fiber connection and optical network transmitter installation inside customers' homes for an amount of \$456,000.00 on September 23, 2021. Due to the popularity and high demand for fiber, additional budget authority is required. IFP requests additional spending authority on Wheeler's original contract and pricing for \$600,000.00.

Idaho Falls Power (IFP) Director Bear Prairie appeared. He noted all three (3) IFP items are related to the fiber installation to homes project. He stated the first item is to install the transmitter and wiring into the home, the second item is the backbone for fiber aerial installation, and the third item is for underground installation. He noted half of the electric system is overhead and half is underground. Per Mayor Casper, Director Prairie stated the contracts were funded from the previous fiscal year where money was allocated and budgeted. Per Councilor Francis, Director Prairie stated aerial work can be performed during the winter months, underground may continue for another month with moderate frost, and in-home installation can continue through the winter months.

It was moved by Councilor Freeman, seconded by Councilor Radford, to give authorization for Idaho Falls Fiber for additional spending authority on Wheeler Electric, Inc.'s original contract for a not-to-exceed amount of \$600,000.00. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Burtenshaw, Freeman. Nay - none.

2) IF 20-06, Additional Spending Request for Overhead Fiber Project

City Council approved B. Jackson Construction, Inc.'s original contract to provide overhead fiber optic cable services for an amount of \$1,000,000.00 on January 9, 2020. Due to the scale of the project and miles of overhead lines that need to have fiber optic cable strung, additional, ongoing work is required for this four-year project. In the 2020 aerial construction bid, B. Jackson Construction, Inc. was the only qualified and responsive, responsible bidder. IFF staff is not aware of other interested parties in performing this work due to the highly technical and unique nature of the required work. B. Jackson is currently willing to continue to work under the original contracts pricing and terms. IFF staff believes it is the best interests of the customers and the fiber network to request additional spending under the terms of the existing contract, for \$1,000,000.00.

It was moved by Councilor Radford, seconded by Councilor Freeman, that Idaho Falls Fiber receives authorization for additional spending authority on B. Jackson Construction, Inc.'s original contract for a not-to-exceed amount of \$1,000,000.00. The motion carried by the following vote: Aye - Councilors Francis, Freeman, Hally, Radford, Burtenshaw. Nay - none.

3) IF 21-37, Additional Spending Request for Fiber Microduct Deep-Drop Installation Services

City Council approved B. Jackson Construction, Inc.'s contract to provide deep-drop microduct installation services for an amount of \$140,593.00 on June 24, 2021. Due to the high demand for fiber in areas requiring conduit installation from the fiber backbone to their individual home, additional spending authority is required. To continue to meet the connection requests by customers in these areas, IFF is requesting additional spending authority on B. Jackson's original contract and pricing terms for \$600,000.00.

It was moved by Councilor Radford, seconded by Councilor Freeman, that Idaho Falls Fiber requests authorization for additional spending authority on B. Jackson Construction, Inc.'s deep drop installation contract for a not-to-exceed amount of \$600,000.00. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Radford, Burtenshaw. Nay - none.

C. Community Development Services**1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Providence Point Division 1, 1st Amended.**

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Providence Point Division 1, 1st Amended. The Planning and Zoning Commission considered this item at its August 3, 2021, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilor Francis noted there was an adjustment in the street to mesh with an island with the church.

It was moved by Councilor Radford, seconded by Councilor Francis, to accept the Final Plat for Providence Point Division 1, 1st Amended and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

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

D. City Attorney

1) Opioid Settlement Intrastate Allocation Agreement

The State of Idaho, through its Attorney General, is recommending settlement of Idaho claims brought against parties variously responsible for manufacture, sale, promotion, distribution, and/or utilization of pharmaceutical opioids which resulted in the opioid crisis and its unnecessary costs to governmental entities. In order to secure its proportional share of the negotiated settlement amount, the City needs to deliver to the AG's office an executed sign-on form (the Intrastate Allocation Agreement) before December 3, 2021.

Councilor Hally stated the settlements go to the State for a guaranteed amount of money. He noted the option not to sign with the lawsuit may go on for years. Mayor Casper noted the money must be spent in ways directly related to opioid abuse and prevention.

It was moved by Councilor Hally, seconded by Councilor Radford, to authorize the Mayor to sign and deliver to the Idaho Attorney General's office the Agreement/sign-on form before December 3, 2021. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Freeman, Francis, Radford. Nay - none.

2) Ordinance Revising and Standardizing Title 2 of City Code

City Code Title 2 establishes and regulates various City boards, commissions, and advisory committees. The proposed Ordinance is intended to standardize the structure and functions of the various boards, commissions, and committees while maintaining particularized language where it serves a practical or legal purpose. The proposed Ordinance also retires several groups no longer essential to City functions.

This item was removed from the agenda.

6. Announcements.

Mayor Casper announced Veterans Day on November; American Legion breakfast on November 13; the Association of Idaho Cities (AIC) Fall Academy on November 15; Bonneville Metropolitan Planning Organization (BMPO) Policy Board on November 17; pancake breakfast at the Senior Center on November 20; Council Work Session on November 22; and City Council Meeting on November 23.

7. Adjournment.

There being no further business, the meeting adjourned at 8:15 p.m.

s/ Kathy Hampton
Kathy Hampton, City Clerk

s/ Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

STAFF REPORT
Providence Point Division No. 1 – First Amended
November 10, 2021



Community
Development
Services

Applicant: Eagle Rock Engineering

Location: Generally North of E 49th S, East of Providence Point Dr, South of Resilient Ln, West of Stanfield Ln

Size: Approx. 1.72 acres

Buildable Lots: 7

Unbuildable Lot: 1

Existing Zoning: R1

North: R1

South: R1

East: R1

West: R1

Existing Land Uses:

Site: Residential

North: Residential

South: Agricultural

East: Institutional/ Residential

West: Residential

Future Land Use Map:

Lower & Higher Density
Residential

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To recommend the approval of the final plat for Providence Point Division No. 1 – First Amended.

History: A preliminary plat for this area was approved in April 2020. A final plat was approved for this area in September of 2020

Staff Comments: The property is zoned R1. The plat includes 7 buildable lots and one unbuildable lot. The unbuildable lot is intended to provide access from Providence Point Drive to the church to the east. The purpose of this replat is to adjust this access lot slightly. In working with the church, they wanted to see the access line up with the drive aisle in their parking lot. In adjusting that lot in then requires some slight adjustment to the other lots. The lot sizes also get adjusted and one additional lot is added to this block, from the previous plat. All of the lots continue to meet the minimum standards of the R1 Zone.

Staff Recommendation: Staff has reviewed the plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone. Staff recommends approval of the plat.

10-1-9 FINAL PLAT APPROVAL PROCESS:

A(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.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

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

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. (p.41)

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. (p.41)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. (p.43)

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

Low Density Residential. Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 63)

Higher density residential. Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre. (p. 63)

Zoning Ordinance:

11-3-3: PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8

*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.

denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.


Legend

 Prov Point

 City Limit

Overlays

 PT


 PT&T-1


 PUD


 T-1

 T-2

Zoning


 RE

 RP

 R1


 R2

 TN

 RMH


 R3

 R3A


 PB


 CC


 LC

 HC

 R&D

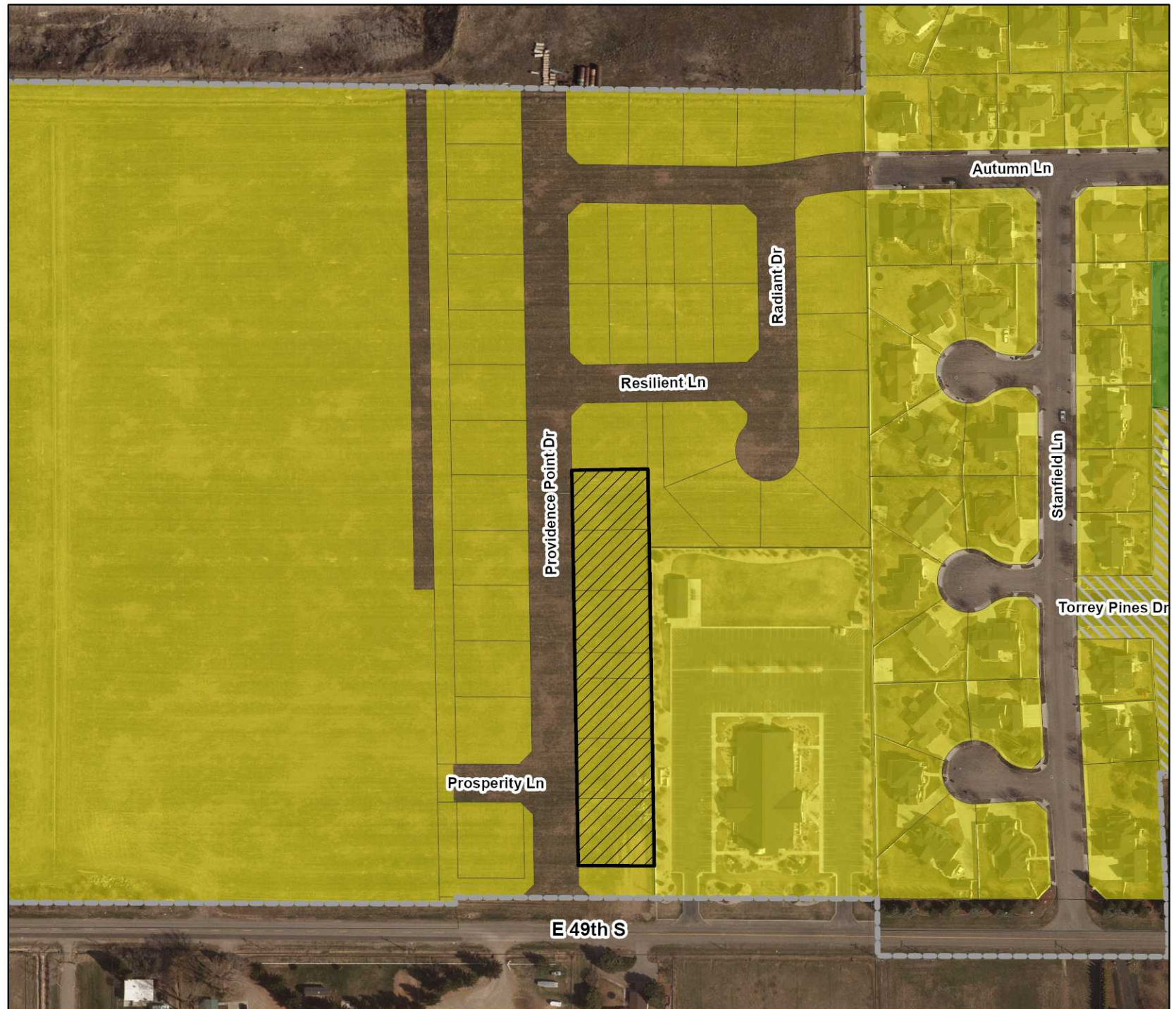
 LM

 I&M

 P



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





S 15th E

S 25th E

Pointe Hunter Ln

Imola Ln

Old Stone Ln

Mikayla Ln

Sutter Ln

Irene Ln

Autumn Ln

Radiant Dr

Stanfield Ln

Torrey Pines Dr

Greystone Ln

Blackstone Dr

Palm Dunes Cir

Long Cove Dr

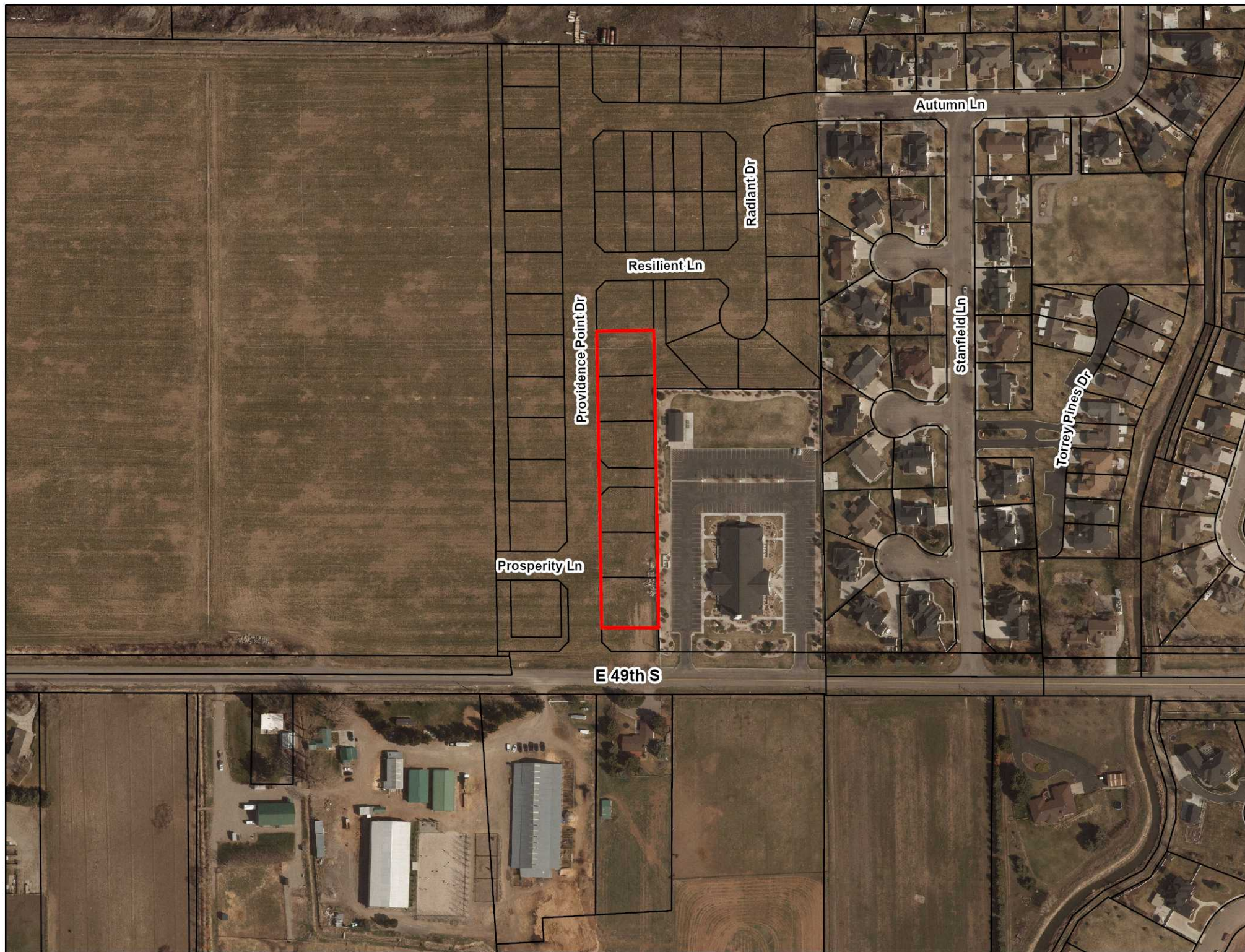
Wild Dunes Ln

Cobblefield Way

Providence Point Dr

Prosperity Ln

E 49th S



Memorandum

File #: 21-625

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 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 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance annexing 5.889 acres of Part of the South ½ of Section 30, 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 5.889 acres of Part of the South ½ of Section 30, 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 R2, Mixed Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously voted to recommended approval of the annexation with an initial zoning of R2 with the Approach Surface and Controlled Development Approach Airport Overlay 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.

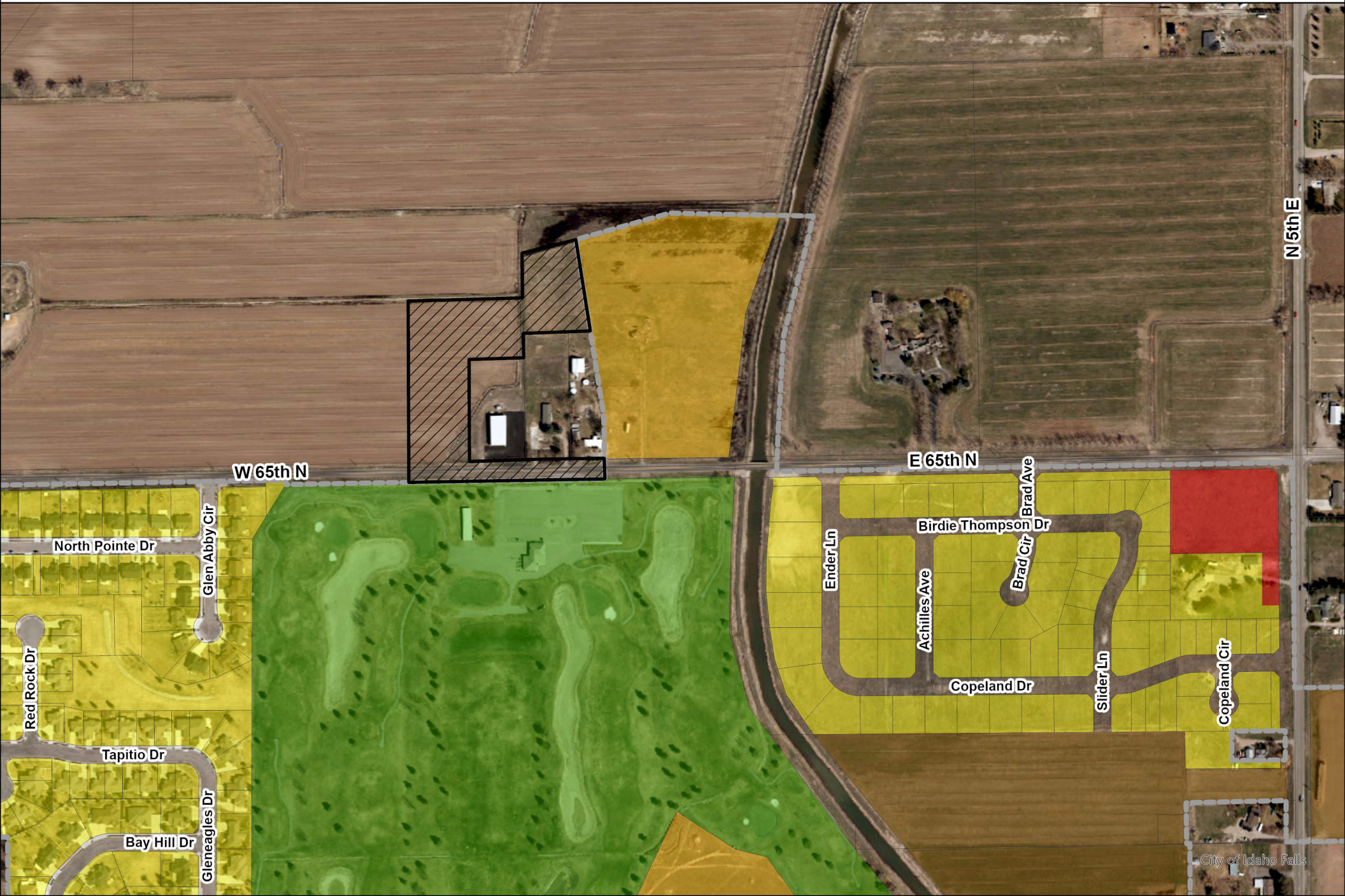
Fiscal Impact

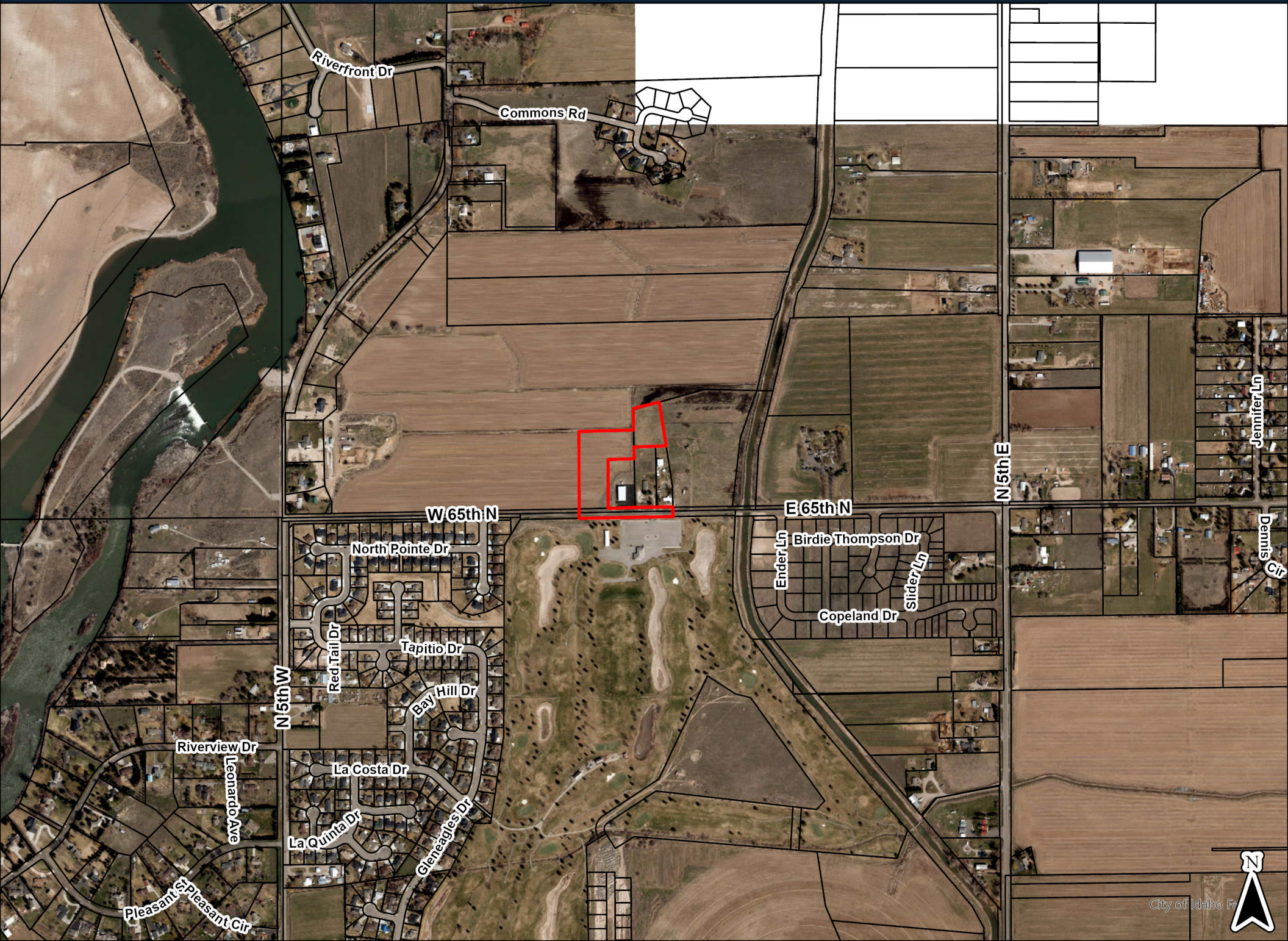
NA

Legal Review

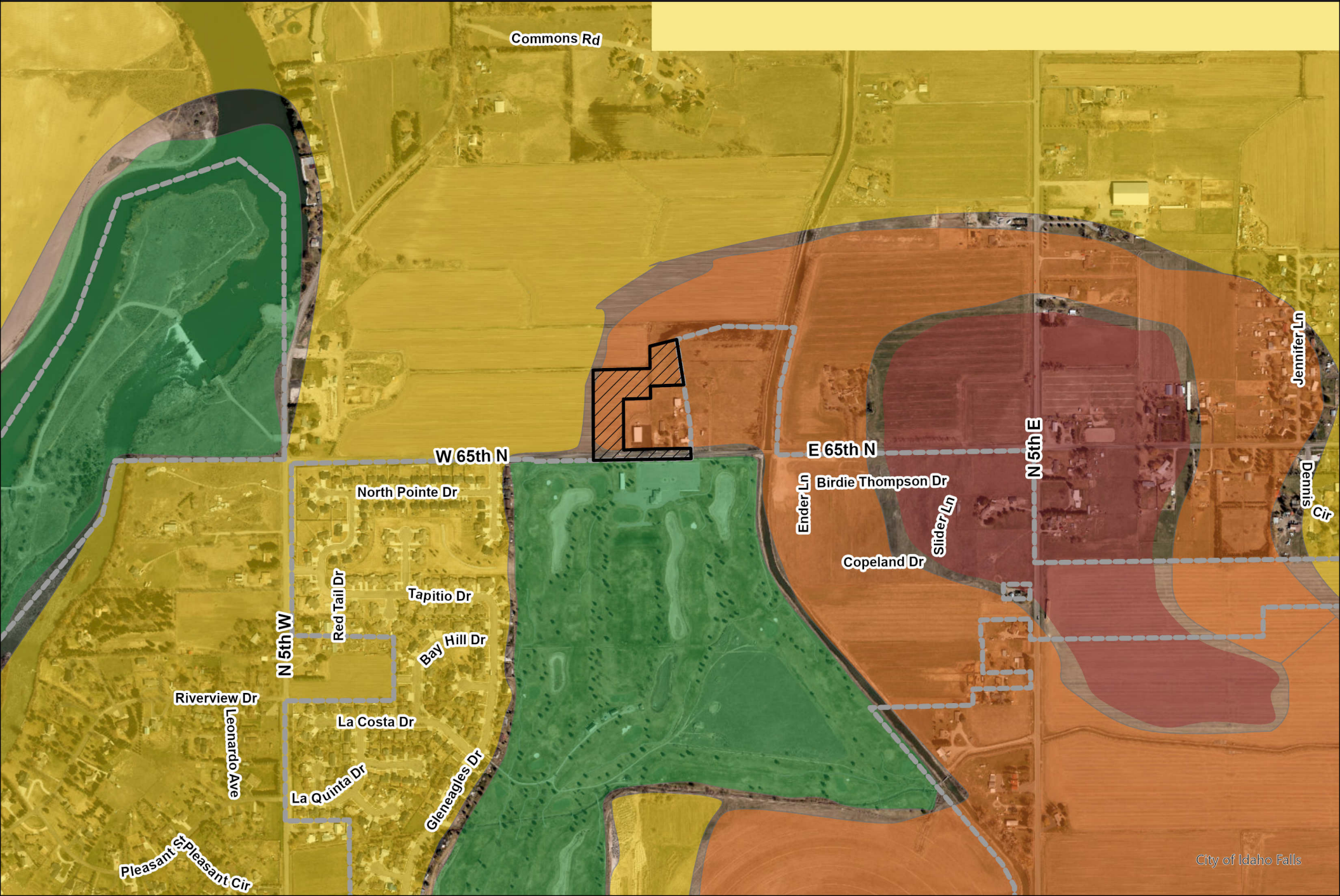
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.


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

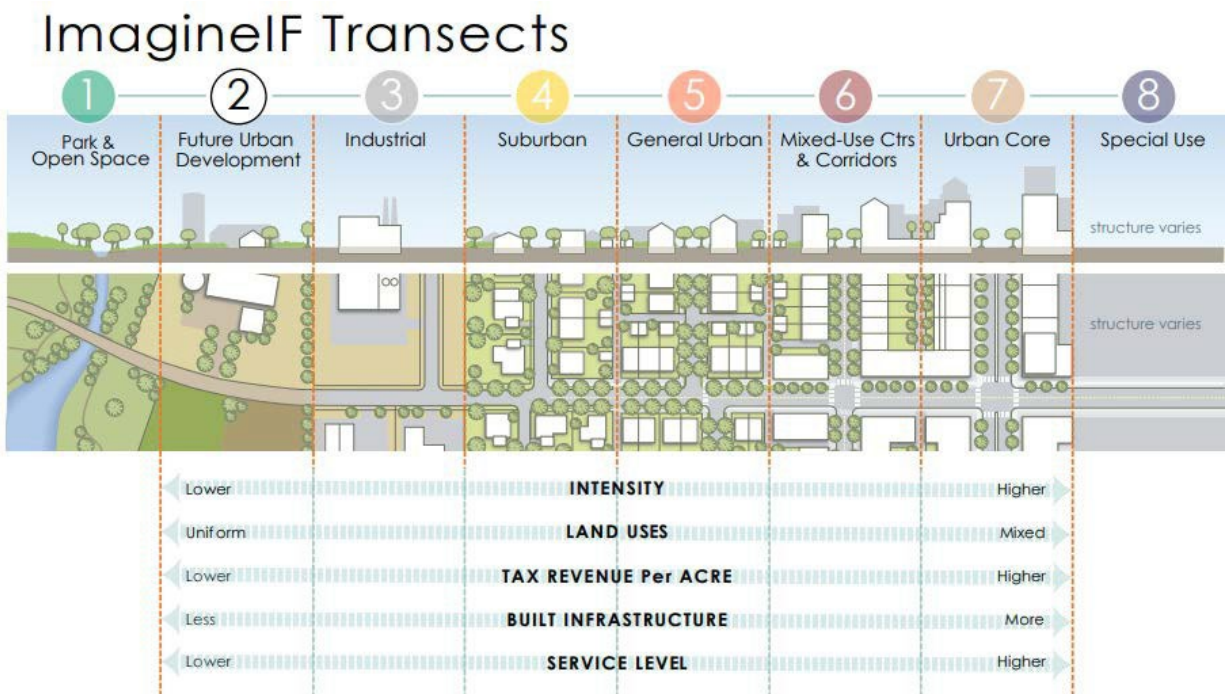


<p style="text-align: center;">STAFF REPORT</p> <p style="text-align: center;">Annexation and Initial Zoning of R2, Mixed Residential and the Approach Surface and Controlled Development Approach Surface Airport Overlay Zones.</p> <p style="text-align: center;">Part of the S ½ Sec 30 T2N R38E</p> <p style="text-align: center;">September 8, 2022</p>	
 <p style="text-align: center;">Community Development Services</p>	
<p>Applicant: Reeve and Associates</p> <p>Project Manager: Caitlin Long</p> <p>Location: Generally located north of W 65th N, east of N 5th W, south of Commons Rd, and west of the Idaho Canal.</p> <p>Size: Approximately 5.889 acres</p> <p>Zoning: Existing: County A-1 North: County A-1 South: Park East: R2 West: County A-1</p> <p>Proposed Zoning: R2, with Airport Overlay</p> <p>Existing Land Uses: Site: Ag North: Ag South: Park/Golf Course East: Vacant West: Ag</p> <p>Future Land Use Map: General Urban</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Comprehensive Plan Policies 2. Zoning Information 3. Maps & Aerial Photos 	<p>Requested Action: To approve the annexation and initial zoning of R2, Mixed Residential and Approach Surface and Controlled Development Approach Airport Overlay Zones to the Mayor and City Council.</p> <p>Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R2 and Approach Surface and Controlled Development Approach Surface Airport Overlay Zones.</p> <p>Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is contiguous to City limits along the east and south property line across from W 65 N. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.</p> <p>Staff Comments: This property is situated just outside the area of impact, but it is contiguous to City Limits. This annexation request is for R2, which is contiguous to the R2 that was annexed in October 2021 to the east. This annexation will need to be platted before development occurs and utilities are in the vicinity.</p> <p>Initial Zoning: The proposed zoning is R2, Mixed Residential with the Airport Overlay Zones. The R2 zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.</p> <p>The Comprehensive Plan identifies this property as General Urban. The R2 Zone is consistent with the policies of the Comprehensive Plan. This area is specifically called out in the ImagineIF Plan as an area to focus on for a future walkable center, (see Area 4 Objectives and Actions for Community Health, Housing and Transportation & Connectivity beginning with page 173)</p> <p style="text-align: right;">Continued on next page</p>

A variety of other types of zoning in the vicinity, including R1, R3A, and LC. The location of this property is in the Approach Surface designation and the Controlled Development Approach designation of the Airport Overlay Zone, which allows dwelling units in this area.

Comprehensive Plan Land Use Transects:

pg. 60-70



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.

Comprehensive Plan Policies:

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 exiting 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.

Focus on Walkable Centers pg. 82

Identify existing and potential walkable centers and focus on promoting a mix of uses where people can live and easily access daily needs.

Focus on becoming a 15-minute City pg. 82

Identify gaps in 15-minute access from homes to goods and services.

Diversify Housing Stock pg. 88

Revise zoning to allow Missing Middle Housing (MMH) types 1/4 - 1/2 mile from existing or planned walkable centers and neighborhood crossroads.

Diversify and Intensify Uses at in Mixed Uses Centers and Corridors pg. 104

Diversify zoning designations at the intersections of arterial and collector streets to zones that allow for neighborhood services to be established.

Code for Appropriate Transitions pg. 105

Use existing land uses as starting points for determining the most transects to apply as future suburban and general urban transects transition into the City.

Increase Availability of Daily Goods and Services pg. 119

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.

Community Health pg. 173

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.

Diversify Housing Stock pg. 177

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

Area 4 Transportation and Connectivity pg. 179-180

In the north, residents indicated a strong need for a Riverwalk extension and widening of the county road section.

Walkable centers and neighborhood crossroads is a concept supported by most participants.

Focus on a walkable center at 65th North and Lewisville Highway.

Zoning Ordinance:**11-3-3: PURPOSE OF RESIDENTIAL ZONES**

D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)(Ord. 3310, 6-18-20)

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

<p>P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

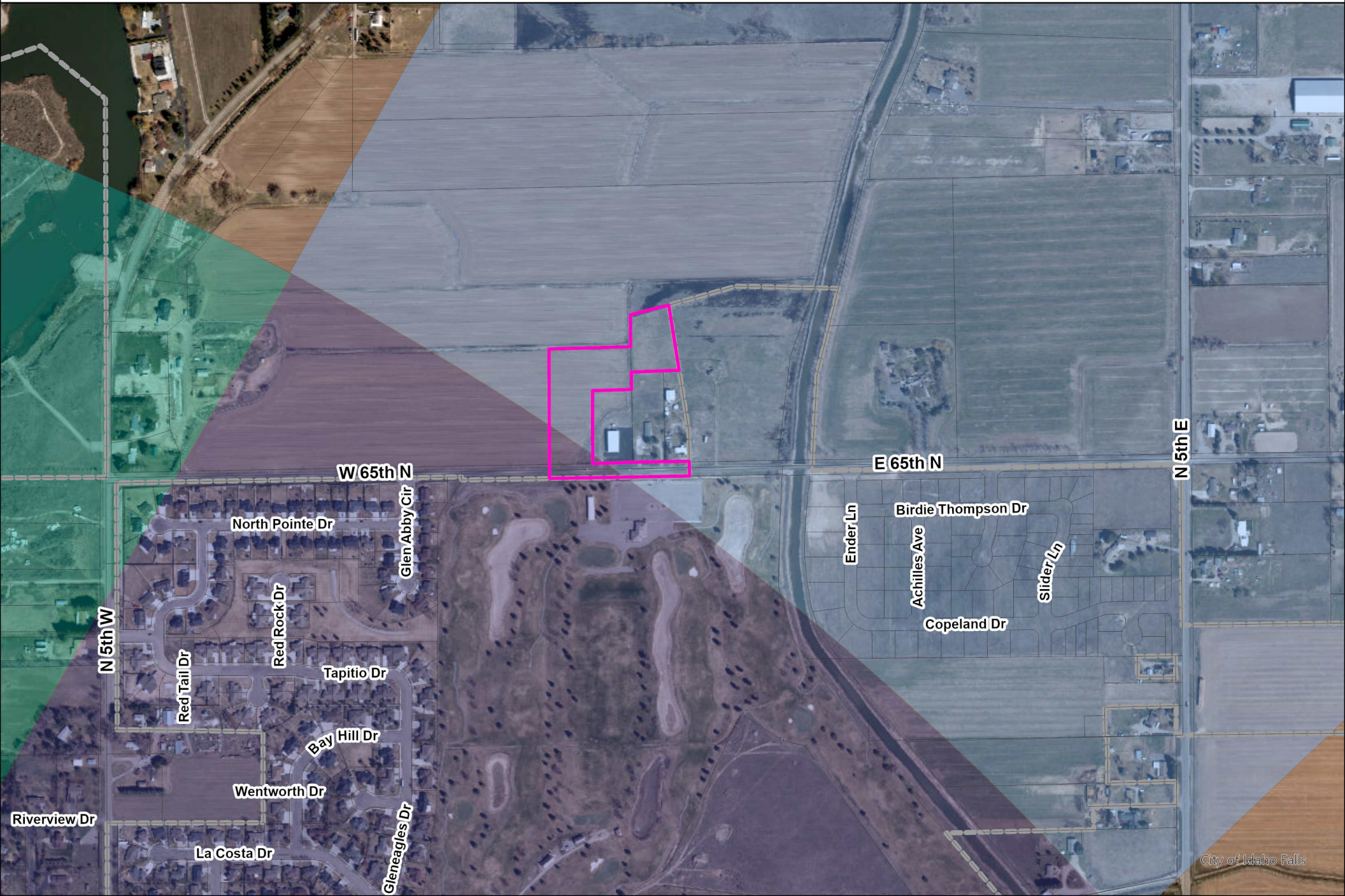
- Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface
- Controlled Development

Limited Development

No Development



July 5, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Glen Ogden, Brent Dixon, Kristi Brower, Lindsey Romankiw.

MEMBERS ABSENT: Margaret Wimborne, George Morrison, Arnold Cantu

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: None.

MINUTES: Ogden had one typo to change. **Ogden moved to accept the minutes of June 7, 2022, Dixon seconded the motion and the motion passed unanimously.**

Public Hearing(s):

3. ANNEX 22-010: ANNEXATION/INITIAL ZONING. Annexation 4.88 Acres with initial zoning of R2.

Denney opened the public hearing.

Applicant: Brad Brown, 719 West 4350 South, Riverdale, Utah. Brown stated that he likes Idaho Falls. Brown stated that the Code requires distance between access points and the property adjacent is close but is not big enough to have the right amount of distance between access point. Brown has now acquired the adjacent properties to provide fire access and make it safe access points. Brown stated that this is on the north end of the City, and he is asking for the same zoning as the adjacent property which is R2 which fits within the Comprehensive Plan. Brown stated that there is infrastructure that will need to go in to service this area, so he is working closely with staff and engineers and adjacent developers. Brown stated that they would prefer to get all the property in the area, but they were unable, and can only get what they are showing.

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

Dixon asked the designation for 65th North. Long indicated that 65th North is an arterial. Dixon asked if there is any plan to connect that to the freeway or is that something that has bygone. Long stated that is ITD and they are not sure what those plans are. Dixon stated that the Comprehensive Plan Map has an island in the golf course that is to be developed as R2 or R3 and right now it is identified as natural or open space.

No one appeared in support or opposition.

Denney closed the public hearing.

Dixon moved to Recommend to the Mayor and City Council approval of the annexation of 4.88 acres part of the S ½ Section 30, T2N, R 38 E, with initial zoning of R2 with the Approach Surface and Controlled Development Approach Surface, with initial zoning of R2, as presented, Romankiw seconded the motion. Denney called for roll call vote: Romankiw, yes; Brower, yes; Ogden, yes; Dixon, yes. The motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.889 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2022.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.889 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

ANNEXATION OF A PORTION OF PARCELS RP03N38E306940 AND RP03N38E308620 BEING LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°59'26"E 2113.35 FEET AND S00°04'39"W 40.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30 (SOUTHWEST CORNER BEING S88°59'26"W 2491.22 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30); THENCE N00°04'39"E 615.58 FEET; THENCE N88°27'19"E 389.85 FEET; THENCE N01°00'17"W 149.79 FEET; THENCE N74°14'43"E 191.46 FEET; THENCE S09°01'33"E ALONG THE WESTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3419, 319.67 FEET; THENCE S88°59'43"W 229.76 FEET; THENCE S01°00'17"E 87.00 FEET; THENCE S88°59'43"W 187.60 FEET; THENCE S00°04'39"W 348.68 FEET; THENCE N88°59'26"E 171.35 FEET; THENCE N89°00'01"E 292.83 FEET; THENCE S00°59'42"E 65.50 FEET TO THE NORTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2062; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO COURSES: (1) S89°00'01"W 292.82 FEET; AND (2) S88°59'26"W 378.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 256,513 SQUARE FEET OR 5.889 ACRES MORE OR LESS.

SUBMITTED BY: STEWARD DEVELOPMENT

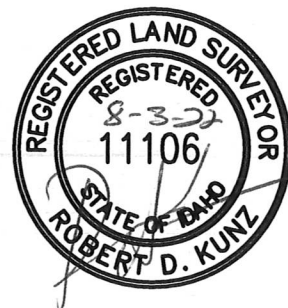
ENG/SURVEY FIRM NAME: REEVE AND ASSOCIATES

CONTACT NAME: NATE REEVE

PHONE NUMBER: 801-621-3100

EMAIL: NATE@REEVE.CO

PAGE 1 OF 2



ORIGINAL

ANNEX ORDINANCE # _____

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN

ORDINANCE RECORDED WITH
THE BONNEVILLE COUNTY
RECORDER'S OFFICE AS
INSTRUMENT NO. _____

ANNEXATION OF A PORTION OF PARCELS RP03N38E306940 AND RP03N38E308620
BEING LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38
EAST, BOISE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°59'26"E 2113.35 FEET AND
S00°04'39"W 40.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30
(SOUTHWEST CORNER BEING S88°59'26"W 2491.22 FEET FROM THE SOUTH QUARTER
CORNER OF SAID SECTION 30); THENCE N00°04'39"E 615.58 FEET; THENCE
N88°27'19"E 389.85 FEET; THENCE N01°00'17"W 149.79 FEET; THENCE N74°14'43"E
191.46 FEET; THENCE S09°01'33"E 319.67 FEET; THENCE S88°59'43"W 229.76 FEET;
THENCE S01°00'17"E 87.00 FEET; THENCE S88°59'43"W 187.60 FEET; THENCE
S00°04'39"W 348.68 FEET; THENCE N88°59'26"E 171.35 FEET; THENCE N89°00'01"E
292.83 FEET; THENCE S00°59'42"E 65.50 FEET TO THE NORTHERLY LINE OF CITY OF
IDAHO FALLS ANNEXATION ORDINANCE 2062; THENCE ALONG SAID NORTHERLY LINE THE
FOLLOWING TWO COURSES: (1) S89°00'01"W 292.82 FEET; AND (2) S88°59'26"W
378.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 256,513 SQUARE FEET OR 5.889 ACRES MORE OR LESS.



RP03N38E305696
NOT ANNEXED

TOTAL AREA
256,513 S.F.
5.889 ACRES
PORTION OF RP03N38E306940

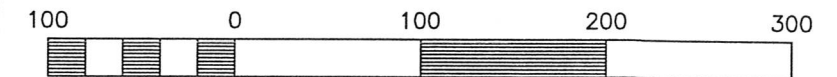
ANNEXATION
ORDINANCE 3419

LINE TABLE

#	BEARING	DISTANCE
L1	S00°59'42"E	65.50'
L2	S00°59'42"E	25.50'
L3	S00°59'42"E	40.00'

LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = SECTION/MONUMENT LINE
- = ADJOINING PROPERTY
- = EXISTING ANNEXATION
- = EXISTING FENCE LINE



Scale: 1" = 100'

SOUTHEAST CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 38 EAST,
BOISE MERIDIAN, FOUND ALUMINUM CAP
MONUMENT



**Reeve
& Associates, Inc.**

5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Project Info.

Designer: A. MULLINS
Date: 5-16-2022
Name: STEWART DEVELOPMENT
Number: 7152-21
Scale: 1"=100'
Page: 2 OF 2

SOUTHWEST CORNER OF SECTION
30, TOWNSHIP 3 NORTH, RANGE
38 EAST, BOISE MERIDIAN, FOUND
ALUMINUM CAP MONUMENT

SOUTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 38 EAST,
BOISE MERIDIAN, FOUND ALUMINUM CAP
MONUMENT

ANNEXATION
ORDINANCE 2062

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 5.889 ACRES, A PART OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38, GENERALLY NORTH OF W 65TH N, EAST OF N 5TH W, SOUTH OF COMMONS RD, AND WEST OF THE IDAHO CANAL

WHEREAS, the applicant filed an application for annexation on May 25, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 5, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 8, 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 5.889 acres generally located north of W 65th N, east of N 5th W, south of Commons Rd, and west of the Idaho Canal
3. This property is outside of, but contiguous to, the Area of Impact across the south property line.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as General Urban.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper - Mayor



Memorandum

File #: 21-626

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Community Development Services

Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards, 5.889 acres of Part of the South ½ of Section 30, 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" and approve the Ordinance establishing the initial zoning for R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface 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 R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface 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 R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport Overlay Zones, which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 5.889 acres of Part of the South ½ of Section 30, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its July 5, 2022, meeting and unanimously recommended approval of R2, Mixed Residential with Approach Surface and Controlled Development Approach Surface Airport 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.

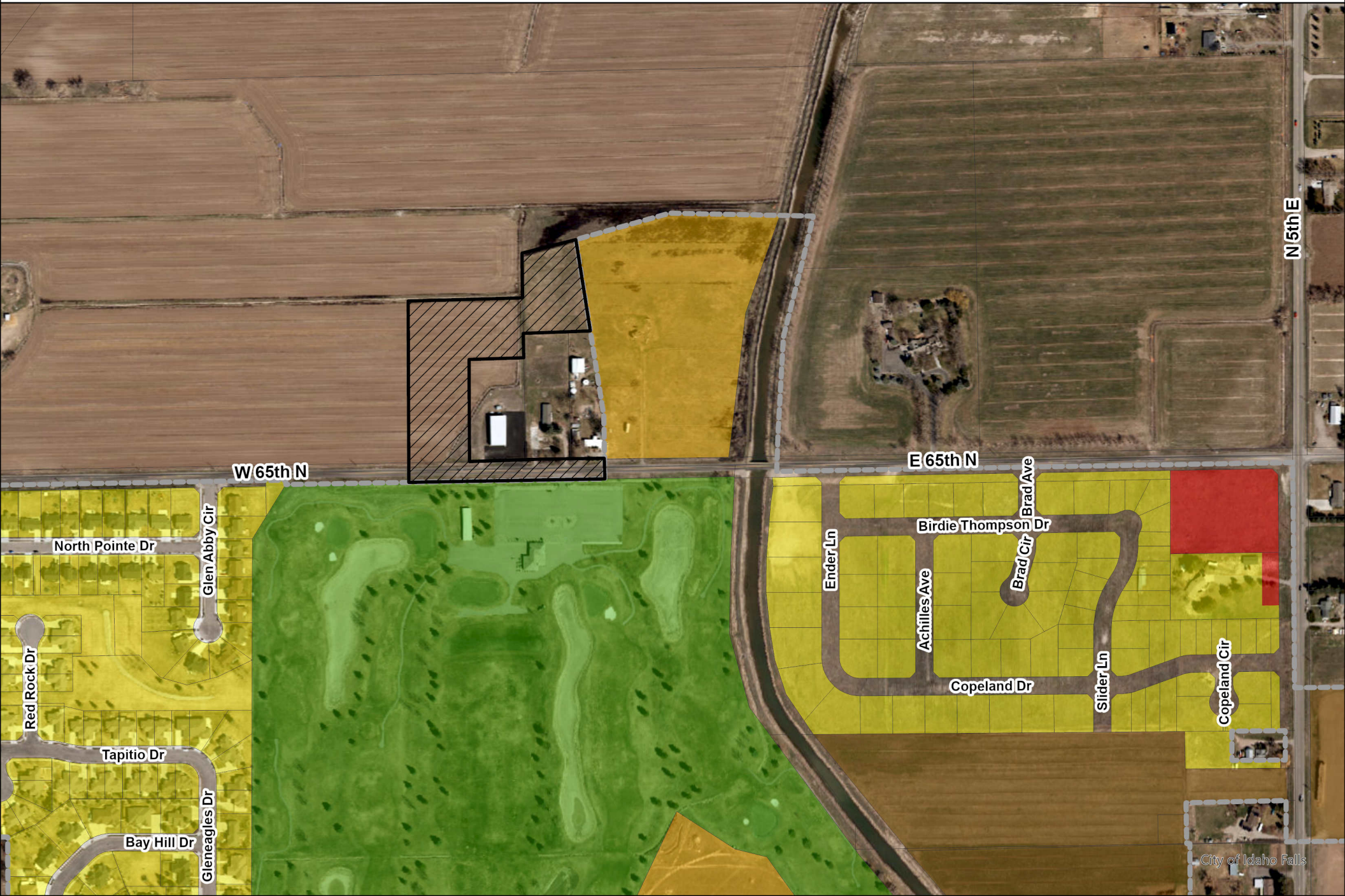
Fiscal Impact

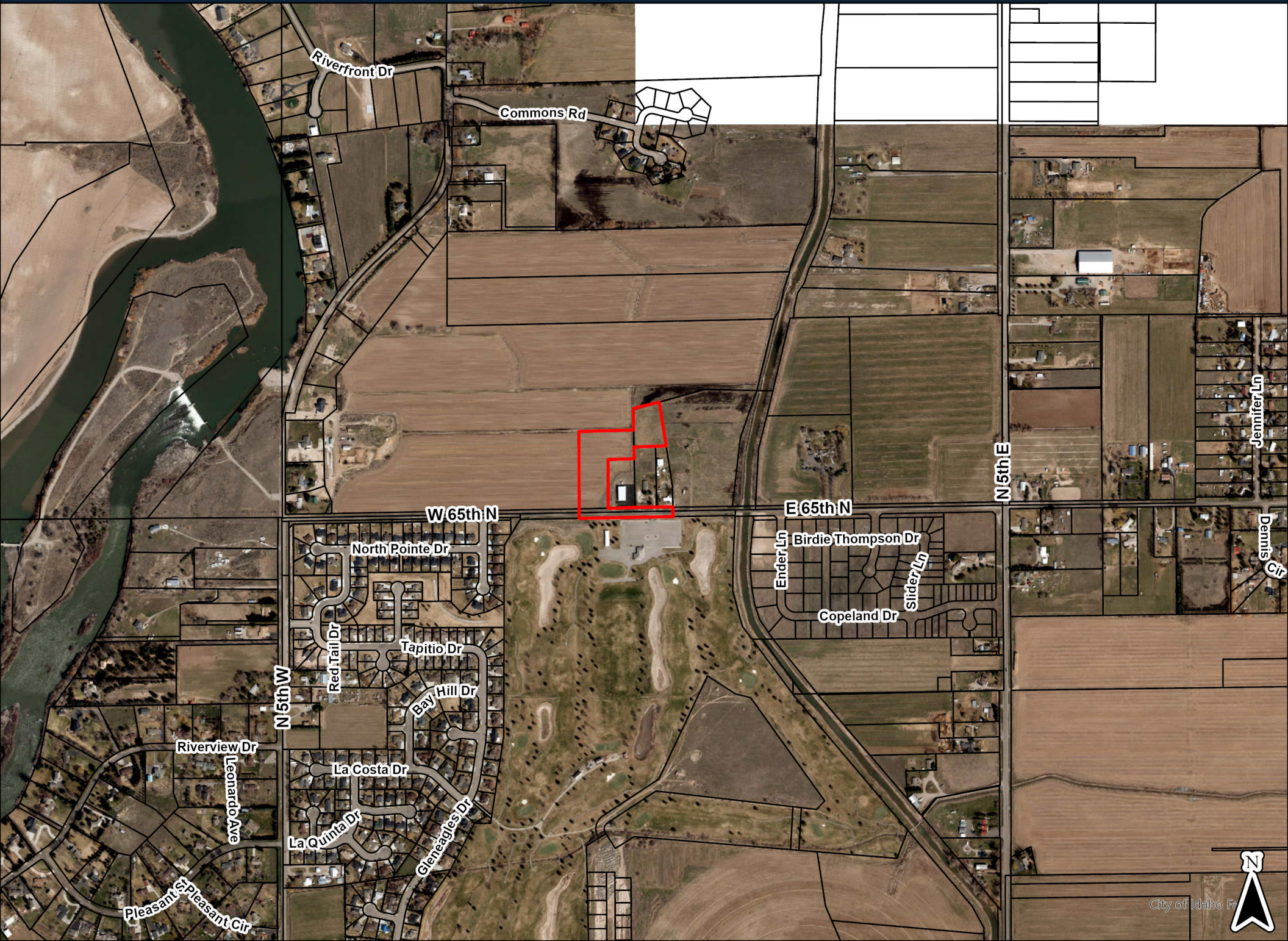
NA

Legal Review

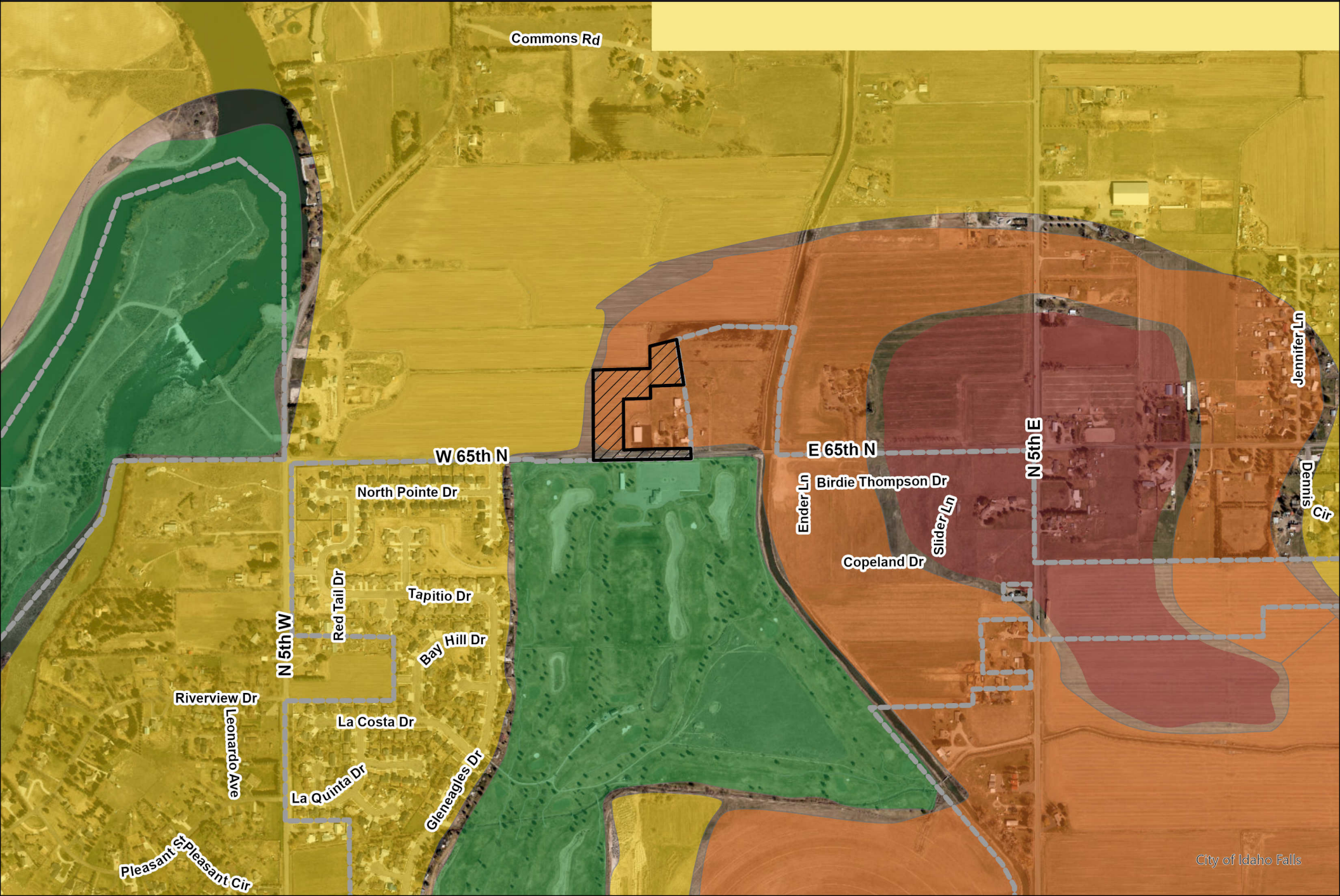
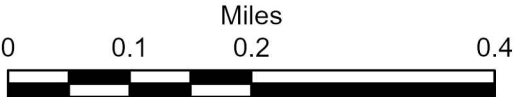
This application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.

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





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



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.889 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R2, MIXED RESIDENTIAL AND APPROACH SURFACE AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R2, Mixed Residential with the Approach Surface and Controlled Development Airport Overlay Zones 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 July 5, 2022, and recommended approval of zoning the subject property to R2 Zone with the Approach Surface and Controlled Development Airport Overlay Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 8, 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 R2 Zone with the Approach Surface and Controlled Development Airport Overlay Zones.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R2 Zone” and “Controlled Development” and “Approach Surface” 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 5.889 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R2 ZONE WITH THE APPROACH SURFACE AND CONTROLLED DEVELOPMENT OVERLAY ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT A

ANNEXATION OF A PORTION OF PARCELS RP03N38E306940 AND RP03N38E308620 BEING LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°59'26"E 2113.35 FEET AND S00°04'39"W 40.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30 (SOUTHWEST CORNER BEING S88°59'26"W 2491.22 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30); THENCE N00°04'39"E 615.58 FEET; THENCE N88°27'19"E 389.85 FEET; THENCE N01°00'17"W 149.79 FEET; THENCE N74°14'43"E 191.46 FEET; THENCE S09°01'33"E ALONG THE WESTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 3419, 319.67 FEET; THENCE S88°59'43"W 229.76 FEET; THENCE S01°00'17"E 87.00 FEET; THENCE S88°59'43"W 187.60 FEET; THENCE S00°04'39"W 348.68 FEET; THENCE N88°59'26"E 171.35 FEET; THENCE N89°00'01"E 292.83 FEET; THENCE S00°59'42"E 65.50 FEET TO THE NORTHERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2062; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO COURSES: (1) S89°00'01"W 292.82 FEET; AND (2) S88°59'26"W 378.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 256,513 SQUARE FEET OR 5.889 ACRES MORE OR LESS.

SUBMITTED BY: STEWARD DEVELOPMENT

ENG/SURVEY FIRM NAME: REEVE AND ASSOCIATES

CONTACT NAME: NATE REEVE

PHONE NUMBER: 801-621-3100

EMAIL: NATE@REEVE.CO

PAGE 1 OF 2



ORIGINAL

ANNEX ORDINANCE # _____

CITY OF IDAHO FALLS

BONNEVILLE COUNTY

PART OF THE OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38 EAST, BOISE MERIDIAN

ORDINANCE RECORDED WITH
THE BONNEVILLE COUNTY
RECORDER'S OFFICE AS
INSTRUMENT NO. _____

ANNEXATION OF A PORTION OF PARCELS RP03N38E306940 AND RP03N38E308620
BEING LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 38
EAST, BOISE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°59'26"E 2113.35 FEET AND
S00°04'39"W 40.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30
(SOUTHWEST CORNER BEING S88°59'26"W 2491.22 FEET FROM THE SOUTH QUARTER
CORNER OF SAID SECTION 30); THENCE N00°04'39"E 615.58 FEET; THENCE
N88°27'19"E 389.85 FEET; THENCE N01°00'17"W 149.79 FEET; THENCE N74°14'43"E
191.46 FEET; THENCE S09°01'33"E 319.67 FEET; THENCE S88°59'43"W 229.76 FEET;
THENCE S01°00'17"E 87.00 FEET; THENCE S88°59'43"W 187.60 FEET; THENCE
S00°04'39"W 348.68 FEET; THENCE N88°59'26"E 171.35 FEET; THENCE N89°00'01"E
292.83 FEET; THENCE S00°59'42"E 65.50 FEET TO THE NORTHERLY LINE OF CITY OF
IDAHO FALLS ANNEXATION ORDINANCE 2062; THENCE ALONG SAID NORTHERLY LINE THE
FOLLOWING TWO COURSES: (1) S89°00'01"W 292.82 FEET; AND (2) S88°59'26"W
378.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 256,513 SQUARE FEET OR 5.889 ACRES MORE OR LESS.



RP03N38E305696
NOT ANNEXED

TOTAL AREA
256,513 S.F.
5.889 ACRES
PORTION OF RP03N38E306940

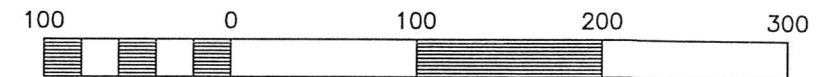
ANNEXATION
ORDINANCE 3419

LINE TABLE

#	BEARING	DISTANCE
L1	S00°59'42"E	65.50'
L2	S00°59'42"E	25.50'
L3	S00°59'42"E	40.00'

LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = SECTION/MONUMENT LINE
- = ADJOINING PROPERTY
- = EXISTING ANNEXATION
- = EXISTING FENCE LINE



Scale: 1" = 100'

SOUTHEAST CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 38 EAST,
BOISE MERIDIAN, FOUND ALUMINUM CAP
MONUMENT



**Reeve
& Associates, Inc.**

5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Project Info.

Designer: A. MULLINS
Date: 5-16-2022
Name: STEWART DEVELOPMENT
Number: 7152-21
Scale: 1"=100'
Page: 2 OF 2

SOUTHWEST CORNER OF SECTION
30, TOWNSHIP 3 NORTH, RANGE
38 EAST, BOISE MERIDIAN, FOUND
ALUMINUM CAP MONUMENT

SOUTH QUARTER CORNER OF SECTION 30,
TOWNSHIP 3 NORTH, RANGE 38 EAST,
BOISE MERIDIAN, FOUND ALUMINUM CAP
MONUMENT

ANNEXATION
ORDINANCE 2062

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R2, MIXED RESIDENTIAL, WITH APPROACH SURFACE AND CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONES, APPROXIMATELY 5.889 ACRES, A PART OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF W 65TH N, EAST OF N 5TH W, SOUTH OF COMMONS RD, AND WEST OF THE IDAHO CANAL.

WHEREAS, the applicant filed an application for annexation on May 25, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 5 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 8, 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 5.889 acres generally located north of W 65th N, east of N 5th W, south of Commons Rd, and west of the Idaho Canal.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning of R2 is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to R2 and with Approach Surface and Controlled Development Airport Overlay Zone.

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

Memorandum

File #: 21-624

City Council Meeting

FROM: Brad Cramer, Director
DATE: Thursday, September 1, 2022
DEPARTMENT: Community Development Services

Subject

Quasi-judicial Public Hearing-Rezone from R1, Single Dwelling Residential to R3, Multiple Dwelling Residential, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East.

Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East from R1 to R3, 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 R1 to R3 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 R1 to R3, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 34.871 acres in the SW ¼ of Section 6, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its August 2, 2022, meeting and recommended to the Mayor and City Council approval of the zone from R1 to R3 with a vote of 3 to 2.

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

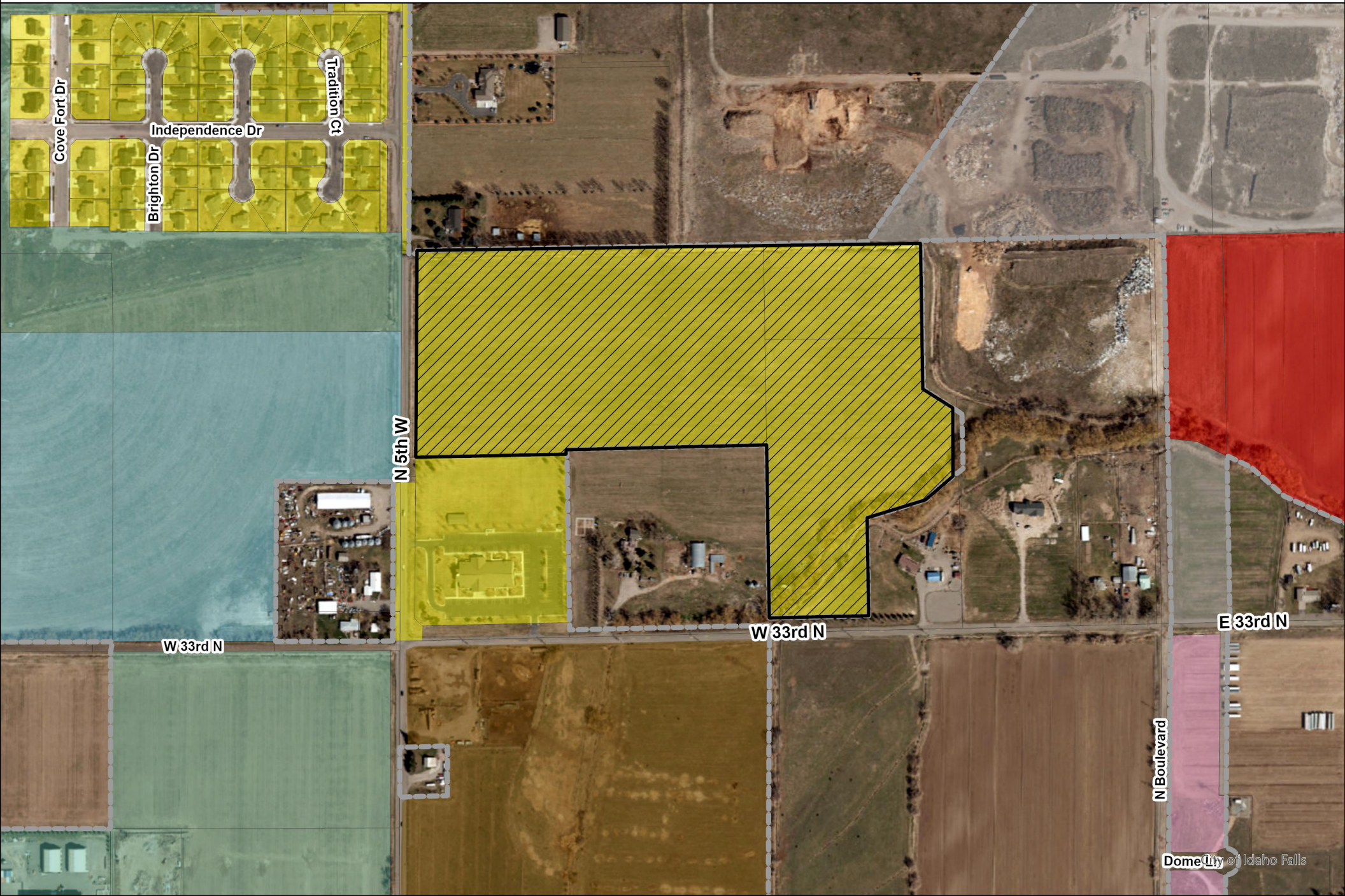
The Rezone was reviewed by staff from the Planning Division.

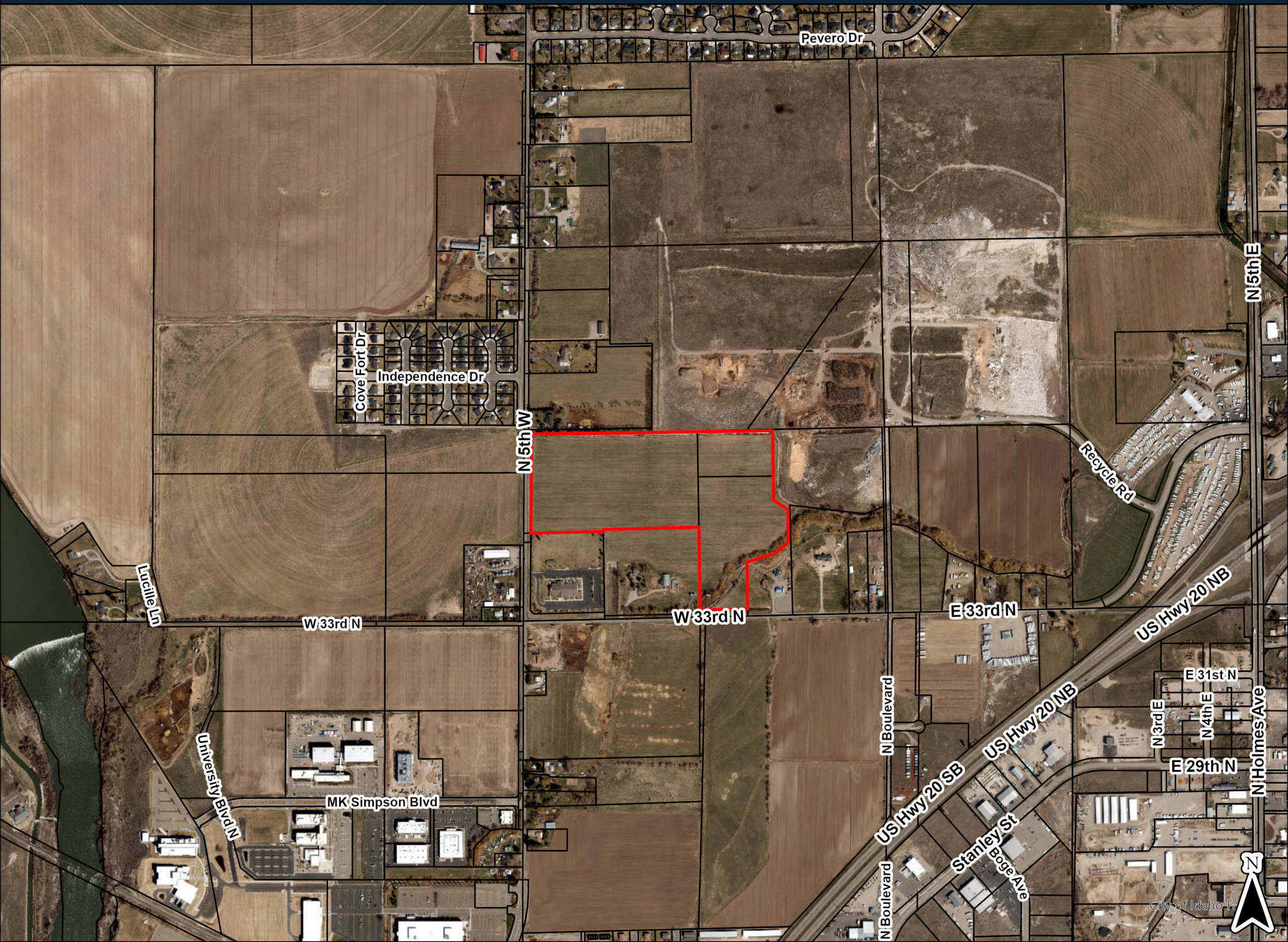
Fiscal Impact

NA

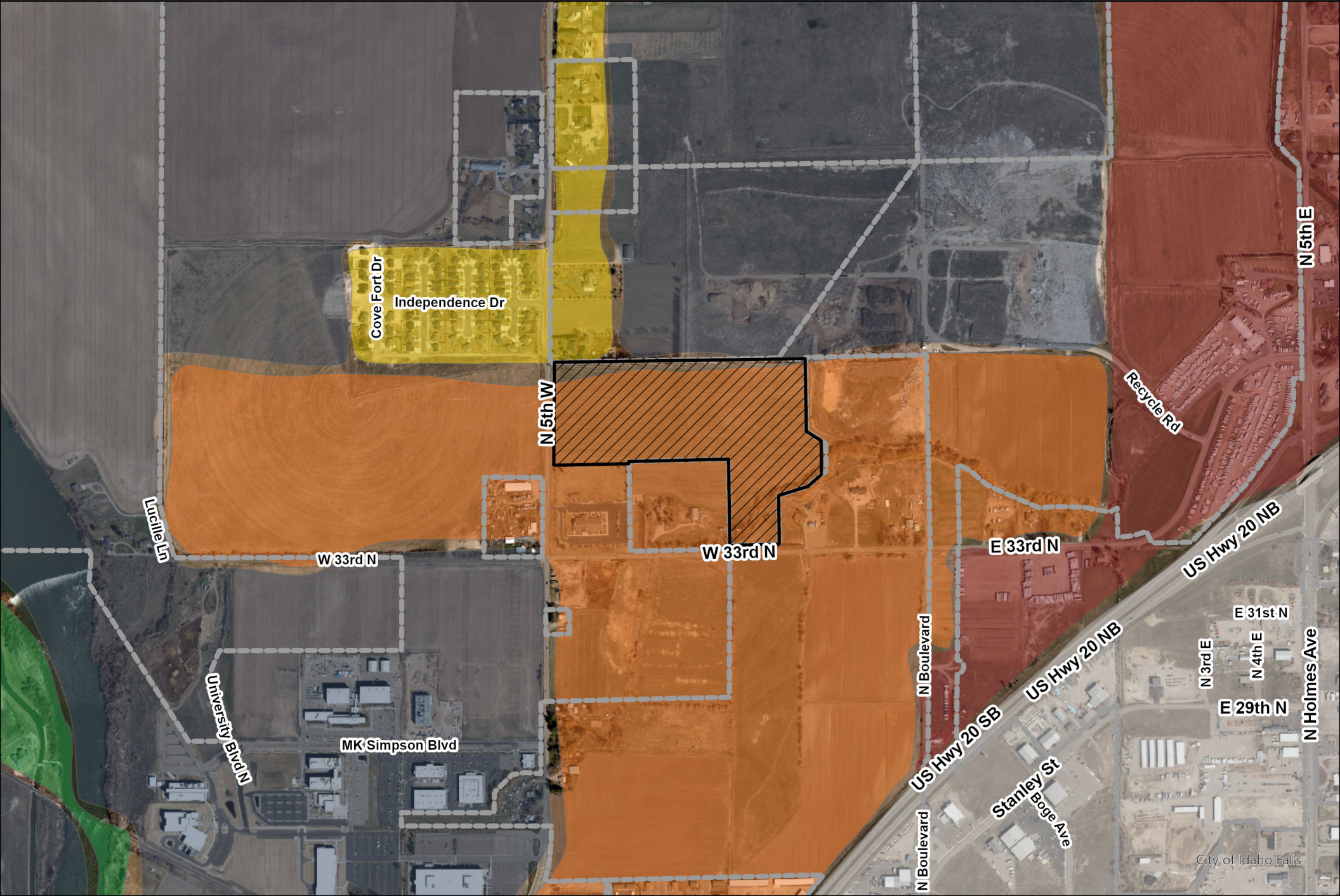
Legal Review

The application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.





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



STAFF REPORT
REZONE FROM R1, Single Dwelling Residential To R3, Multiple Dwelling Residential
SW ¼ of Sec 6, T2N, R38E
5th W & 33rd N
September 8, 2022



Community
Development
Services

Applicant: Eagle Rock Engineering

Project Manager: Caitlin Long

Location: Generally located north of W 33rd N, east of N 5th W, south of Pevero Dr, west of N 5th E.

Size: 34.871 acres

Existing Zoning:

Site: R1

North: County A-1

South: County A-1/R3

East: County A-1

West: R3A / County A1

Existing Land Uses:

Site: Agriculture

North: Residential/Ag

South: Agriculture

East: Residential

West: Residential/Ag

Future Land Use Map:

General Urban

Attachments:

1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** the rezone from R1 to R3 to the Mayor and City Council.

History: This property was annexed in October 2005 with an initial zone of R1. In May 2019, the Airport Overlay Zone was approved and this property has a Limited Development Airport Overlay Zone.

Staff Comments: The requested zone is R3, this zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. Both N 5th W and W 33rd N are classified as Minor Arterials. It is also generally located near pedestrian connections and commercial services. The Comprehensive Plan identifies this area as General Urban, an area that denotes residential areas with a mix of commercial and service areas convenient to residents.

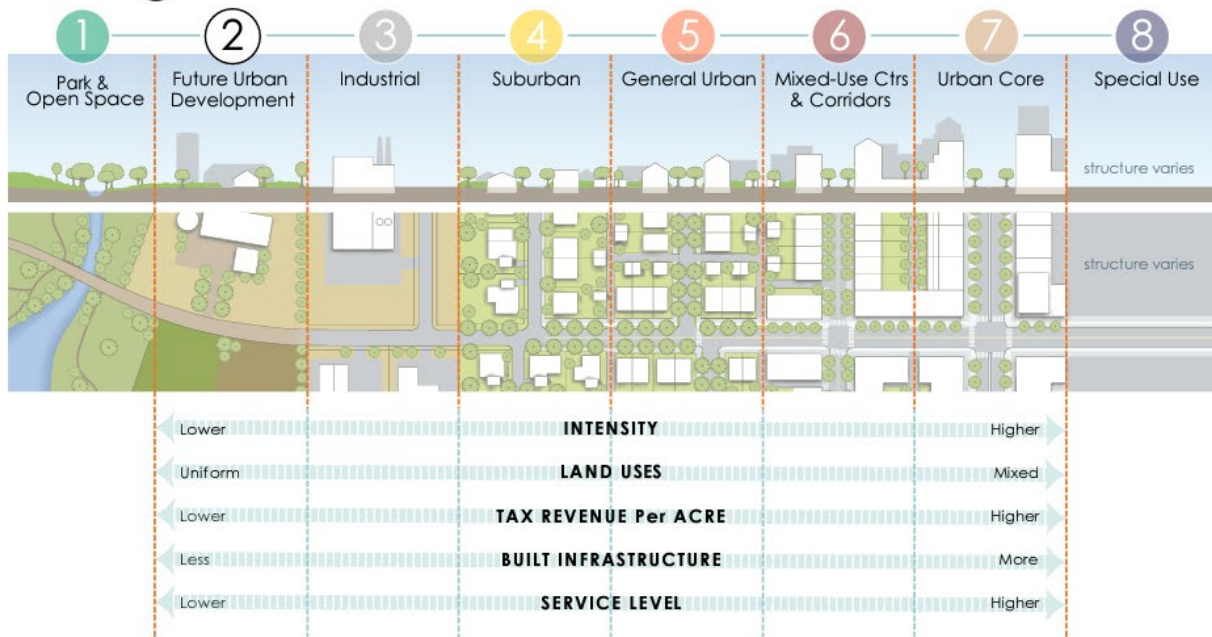
The General Urban Transect supports a mix of housing types in this area. The R3 Zone allows for the development of those housing types whereas the existing R1 Zone is restricted to single dwelling units or twin homes. The Comprehensive Plan supports decreasing the amount of land consumption, reducing minimum lot sizes, and providing for a mix of housing types in areas of high walkability. More compact development better utilizes existing infrastructure.

The intersection of 33rd N and N 5th W is identified in the Comprehensive Plan as a future walkable center. The R3 request does work with the surrounding areas, with R3 to the south and R3A to the west. The Limited Development Airport Overlay Zone permits the uses in the R3 zone. A Neighborhood Meeting was held on June 9th and the meeting minutes are included in this report.

Staff Recommendation: Staff recommends approval of the rezone from R1 to R3.

Comprehensive Plan Policies:

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

Community Health – Area 4

Issues: Connectivity and Access to Daily Services

Objective: Increase Availability of Daily Goods and Services

Action 2: Create a commercial node/walkable center around the INL Campus, consistent with the Innovation District Plans

Housing – Area 4

Issues: Affordability and Availability

Objective: Diversity Housing Stock

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

Transportation and Connectivity– Area 4

Issues: Infrastructure Improvements

Objective: East River Road (North 5th W) Improvements

Action 2: Continue to encourage infill to the north of the current US 20 to help bring county roads into the city so that they can get lighting, curb gutter, landscape strips, and sidewalks.

Pg. 180

Walkable centers and neighborhood crossroads is a concept supported by most participants. Although the southern section is located in the center of the City's main and most identifiable walkable center, 88% of respondents still did not feel there is an existing walkable center. This is likely due to high response rates from the north section. Even so, the majority that participated from the area felt positively about the walkable center concept. In fact, Area 4 was one of the most consistent at selecting the same sites for potential future walkable centers.

Rezoning

Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6- 5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	This area is designated at General Urban, a transect that supports R3, which is characterized by a variety of dwelling types with a denser residential environment.
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	N 5 th W and W 33 rd N are both classified as Minor Arterials, which are major roadways meant to move traffic. With the proximity to these Minor Arterials, R3 would not cause major traffic concerns.
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	With this area identified as a walkable center, infrastructure will be maintained or improved as development occurs. This area is anticipated to grow in services and public utilities.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	Staff is unaware of specific nuisances or hazards.

Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	The parcel to the south was recently annexed with R3, and the property to the west was rezoned R3. Property further east is was annexed and zoned LC. The zoning changes in the area reflect the need for housing and has been indented as a walkable center that supports more varied housing.
Zoning Application Questions:	Applicant's Response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	Higher residential in this area is a need.
What changes have occurred in the area to justify the request for rezone?	Parcel to the south is already R3.
Are there existing land uses in the area similar to the proposed use?	Yes
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes

Transportation Plan: Minor Arterials N 5th W and W 33rd N will be improved based on development

Zoning Ordinance:**11-3-3: PURPOSES OF RESIDENTIAL ZONES.**

(F) R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in 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.								

(6) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet (10'). (Ord. 3210, 8-23-18)

(7) 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)(Ord. 3310, 6-18-20)

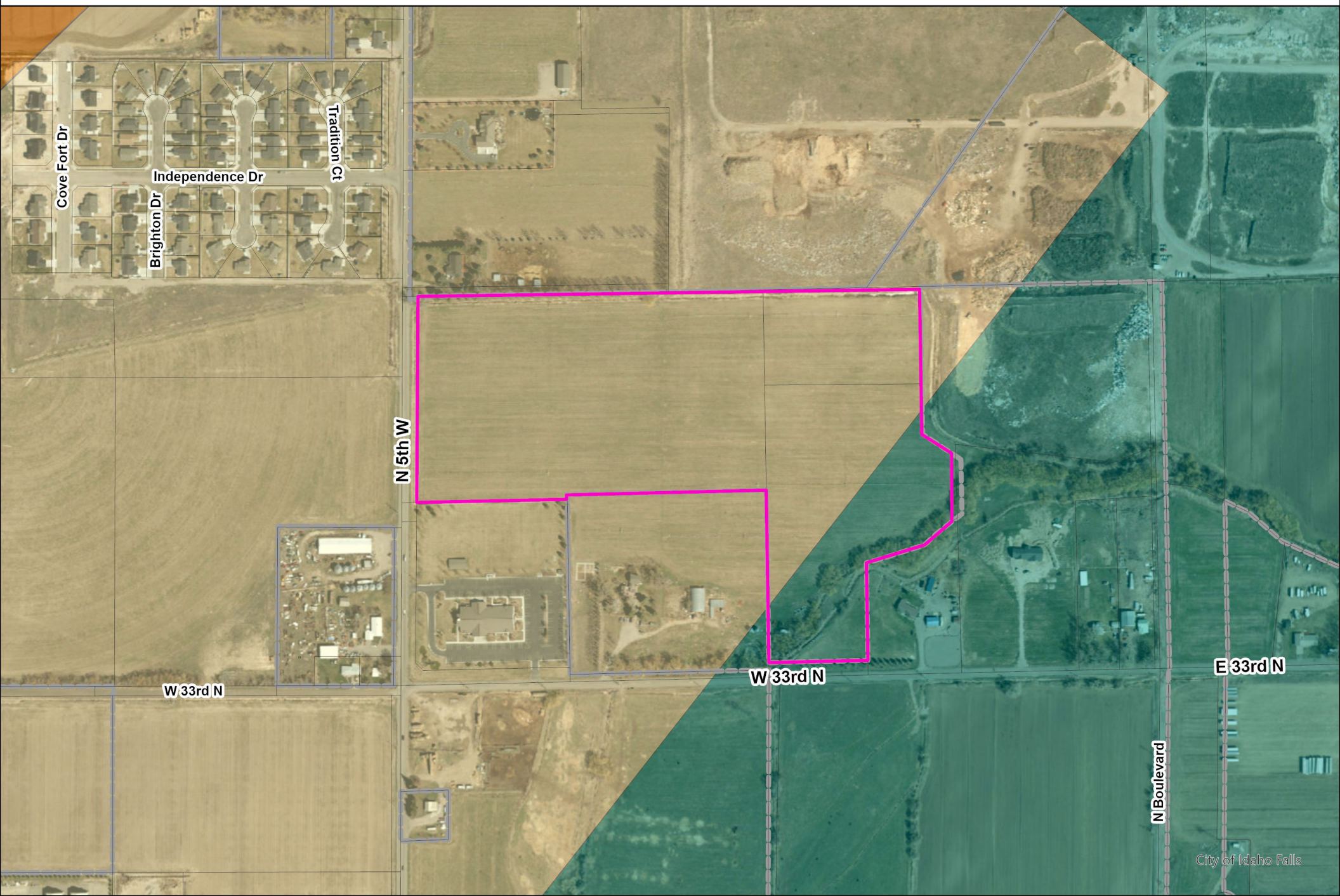
- Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface
- Controlled Development

Limited Development

No Development



11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

<p>P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic*					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P	P	P	P	P	P	P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Multi-Unit Attached*				P	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						P		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Recreational Vehicle Park*						P		
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18) (Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22) (Ord. 3458, 4-14-22)

August 2, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Glen Ogden, Margaret Wimborne, George Morrison, Arnold Cantu.

MEMBERS ABSENT: Brent Dixon, Kristi Brower, Lindsey Romankiw.

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Brian Stevens, 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: None.

MINUTES: Ogden moved to accept the minutes of July 5, 2022, Morrison seconded the motion and the motion passed unanimously.

Public Hearing(s):

3. RZON 22-008: REZONE. Rezone from R1 to R3 for 34 Acres.

Denney opened the public hearing.

Applicant: Kurt Rolland, 1331 Fremont, Idaho Falls, Idaho. Rolland stated that this property is 34.87 acres and is located on East River Road (N 5th W). Rolland is requesting a rezone on the property that is currently zoned R1 and they are asking for R3. Rolland stated that the R3 would be a good zone for this property as the property to the south of the Church is zoned R3 and there are 61 acres to east of the parcel that might not have been zoned, but is coming to be zoned soon, and the west side of the road is R3A. Rolland stated that this property is surrounded by R3, and this is a good transition for this property.

Morrison thanked Rolland for the notes on the neighborhood meeting.

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

Denney asked how this airport overlay will affect the R3. Long stated that all the uses that are permitted in R3 are permitted in this overlay zone.

Support/Opposition:

Joanne Parkinson, 3898 Tradition Court, Idaho Falls, Idaho. Parkinson lives next to the road, and airplanes come over her house constantly at low levels. Parkinson is in the landing zone, and they circle over the top. Parkinson stated that if she is in the yard she can hear them, and her house is built better than the houses back farther and, in the house, she can't hear the planes well. Parkinson stated that US 15 and 20 connectors has not decided on 3 different areas that they are going to come, and one is north of them, the other impacts the church and goes through the garbage dump and possibly through part of this land and that has not been finalized. Parkinson stated that more houses under the flight path, and possibly in the way of the highway, would not be good, and they should leave it alone.

Brayden Wide, 392 W 33rd North, Idaho Falls, Idaho. Wide stated that the issues that they are having with this rezone are the same issues that were eloquently addressed by the testimony of

ANNX 22-011 previously, that was voted down on R3. Wide stated that they have let the R3 burglar in the door and now they can't get him out. Wide stated that there is way too much R3 already and the developments around them that are going to be R3, including the proposed 34 acres will have the potential of 4,325 units within ¼ mile – ½ mile of his house. Wide stated that the ordinance states that no neighborhood should experience sudden drastic change, and without some sort of mitigation of R3, the existing residents are going to be in for a sudden drastic change on steroids. Wide stated that there are several issues, and the streets will be overwhelmed by traffic. Wide stated that traffic over the years has increased, but if they put 4,000 units in the area it will be a big problem. Wide stated that in Boise where his daughter lives in the last 5 years all the small parcels have been built R3 and in 5 years the traffic in Boise on the large 5 lane roads has gotten horrific. Wide stated that the residents that are in the room tonight are going to experience problems and it will be a drastic change. Wide asked the Commission to keep R1.

Jennine Wide, 392 W 33rd N, Idaho Falls, Idaho. Wide stated that when they found out that the property across the road from their house was sold and was zoned R3 it killed something in her and then she got the letter saying that the property around their house was going to be rezoned R3. Wide stated that they wanted the Johnsons to sell land to them and it is all sold and being petitioned to be R3. Wide stated that this is no gradual change. Wide stated that when they bought the house 26 years ago, they understood that they were in the area of impact it was frightening and now her worst dreams are coming true with people wanting to build apartment buildings all around her. Wide stated that the traffic will be a nightmare and there is no way around that. Wide stated that the changes that are coming with the change of traffic flow for Highway 20 and I15 will not be pleasant for anyone in this area. Wide appreciated the balance they heard in the discussion. Wide is curious about what Morrison stated about the roads being 20 years behind building. Wide stated that if they know the changes are coming, then before the changes are implemented and allowed the infrastructure of the roads and the sewers and the water treatment plants need to be in place before the apartments can proceed. Wide would like the roads to be considered. Wide feels this is a huge change. Wide has sunk her heart and sole into her farmland. Wide feels that the noise will be bad, and she is worried what she will be looking at from her house in either direction. Wide is asking the infrastructure to be considered and she doesn't think R3 is reasonable for all the land around her. Wide stated that all the way to Lewisville Highway has been sold and being annexed into the City and now it is zoned R3. Wide stated that if there is LC on the corner of 33rd and 5th West it will be a nightmare. Wide stated that they can ride bikes to the City and get to Walmart without a store on the corner. Wide stated that there was a comment made previously about the better use of the land and the infrastructure, and that cannot be R3. Wide stated that the City can grow, but it doesn't need to all grow to R3. Wide is begging the Commission to not let it be zoned R3 behind her house.

Tony Larosa, 330 W Collins, Idaho Falls, Idaho. Larosa supports his neighbors. Larosa stated that there are 4000 family dwellings and that could bring 8000 cars. Larosa stated that is a lot of traffic. Larosa stated that if the State puts the connector of I-15 to Highway 20 across the hatch pit they will be putting off ramps onto East River Road. Larosa knows there is growth, and it has to be planned, but they need to look at the impact to the roads, schools, and stores, and suggest keeping this property R1 to minimize the impact. Larosa stated that R1 allows open land for people and less dense population for growing children in a country type atmosphere, rather than a dense city atmosphere. Larosa stated that kids can learn a lot in the country having animals.

Mike Marshall, 3734 N 5th West, Idaho Falls, Idaho. Marshall stated that the person that bought this property paid more money for the ground than they can afford to just build R1 on. Marshall stated that when they talked to them at the meeting, they have the sense that the City will just approve R3 and the City needs the heavy population. Marshall feels that it is inconsistent, and someone is not planning ahead on how to take care of the traffic. Marshall stated that City Engineers do review that, but if you live there, you realize that if they are going to develop 51 acres in one parcel, 37 acres in another parcel, 60 acres in another parcel, 34 acres in this parcel, there is no way to handle the traffic. Marshall stated that in order to widen N 5th West you will have to move City Power poles to the east and Utah Power to the west and purchase all the land. Marshall wants to know what they are creating walkable to. Marshall stated that going down 5th West is taking your life in your own hands to walk on it. Marshall feels it is not good to approve that much population. Marshall owns property north Energy Drive and deals with the apartments. Marshall stated that the land he farms is full of all the junk that the multiple housing people somehow let fly across the fence, and it ends up bailed in hay and the cows have to sort through it. Marshall is worried that he lives to the north of this proposed development and the same junk will happen to his property when the south wind blows. Marshall stated that his only choice is the developer offered him the same they paid for this, and his only option would be to move. Marshall doesn't agree with that heavy of housing and he doesn't have a problem with R1 or R2. Marshall feels R3 will be too dense and make a mess.

Keith Banner, 3774 Cove Fort, Idaho Falls, Idaho. Banner understands they hear traffic problems at every meeting. Banner stated that there has not been a lot of faith built that the problem will work out, even though they repeatedly are told it will work out. Banner stated that when Cove Fort got put in, before the phase started, they were supposed to put in 2 turn lanes and the developer put in a right-hand turn lane, but not a left-hand turn lane, and no one stopped the development. Banner stated that halfway through Cove Fort being developed they brought it to someone's attention and so they put in a "suicide alley" that is super narrow, and in the winter, everyone drives right through it. Banner stated that it is not happening the way they have been told it should, and so they don't trust. Banner stated that the map that shows this is walkable area, shows that there is supposed to be an innovation district in this area, and the innovation district has been cut in half by the airport zone, and they are carving up the rest of what could be innovation zoned. Banner stated that INL has built 3 new buildings in the last 3 years and there is room for 4 more, and pretty soon they will need more room for that building to go, and the innovation district is gone.

Applicant: Kurt Rolland 1331 Fremont, Idaho Falls, Idaho. Rolland stated that the property all won't be developed all at once, it will likely take 5 years to fill this property up in phases. Rolland stated that the R3 zone is contiguous all around to this parcel. Rolland stated that R3 is scary to people because 35 units per acre is allowed, but there is no way you can fit 35 units per acre on R3 and the most that they have done is 14 units per acre. Rolland stated that with the parking and landscaping that is required they cannot fit 35 units. Rolland stated that they are in the process of doing a traffic study for the area to tell them what kind of turn lanes need to be put in or traffic lights or whatever is needed.

Morrison asked Rolland to point out how the roads are developed by the developer. Rolland stated that they haven't done a master plan on the project and will not know where the roads will go. Morrison stated that the developer either upgrades the road or puts money into an account

with the City for developing roads. Rolland agrees that the City has impact fees and the impact fees will go to develop the roads that will need to be widened.

Denney closed the public hearing.

Denney stated that even though it is zoned R3 there will likely not be 4000 units due to landscape, parking requirements and that will trim the number down.

Morrison stated that they have rarely ever seen the maximum allowed in any acreage. Morrison stated that it will be built gradually. Morrison stated that the gradual build will remove the sudden and drastic change idea that has been presented and mitigates it. Morrison stated that the building of roads is a City budgeting problem/activity. Morrison stated that the fees are collected, and the developer is helping with the project.

Ogden was curious as to what other parcels in the area have LC. Ogden had staff show different zones in the area to get a better understanding of the zones in the area. Ogden stated that if they are considering a walkable center to the LC there is access over the County property. Ogden stated that the idea in the Comprehensive Plan is to create walkable center to and from LC, but because of County buffer, there isn't access across. Long stated that the walkable center in the Comprehensive Plan is identified at the intersection, and that doesn't necessarily mean LC zoning.

Ogden stated that there are unknowns of what will happen with the interchange with I-15 and Highway 20, and he is concerned with the R3 development that will continue and what happens when that gets finalized and he is not anxious to make more changes until there is more insight. Ogden feels the impact on 5th West will be a lot, and the development along the golf course only has access to 5th West and it is pretty severe. Ogden stated that with R3 on the west, south they shouldn't add more R3 to the area right now and is opposed to the application.

Wimborne feels that the proposals are difficult when there is established homes and you have vision of what your future in your home will look like and the City grows up around you. Wimborne sympathizes with them. Wimborne stated that the City has grown in unexpected ways in the last 10 years. Wimborne stated that they have tried to anticipate and adjust and make available different kinds of housing for different kinds of families to accommodate that growth that the City is seeing. Wimborne stated that this property is different than the first annexation hearing this evening, because it is contiguous to R3 properties, and the uses are similar. Wimborne feels that R3 would create some buffer and it is inline with how the area is already evolving and growing. Wimborne feels it is inline with the Comprehensive Plan. Wimborne understands the concerns with traffic and shares them. Wimborne hopes that the new impact fees will make it possible to make improvements quicker than in the past and hold developers accountable and make sure they are taking care of the current residents in the area. Wimborne wants to make sure they are doing traffic studies and holding developers accountable to the improvements that are needed.

Morrison moved to Recommend to the Mayor and City Council approval of the rezone from R1 to R3, as presented, Wimborne seconded the motion. Denney called for roll call vote: Morrison, yes; Wimborne, yes; Ogden, no, Cantu, no, Denney, yes. The motion passed 3-2 (Chairman Denney voted as a tie breaker).

Cantu opposed the motion as it is a lot of property for R3, it was zoned R1 for a reason, and there is not a good reason to change it from R1.

Ogden opposed the motion because of concerns of safety and traffic.



The 5th West Multifamily Project Neighborhood Meeting Agenda

- a) Opening of neighborhood meeting and a call to order;
- b) Introduction of the proposal / project by the applicant;
- c) Public comments in support of the application;
- d) Public comments in the opposition of the application;
- e) Questions and / or other public testimony
- f) Close of the Neighborhood Meeting.

The 5th West Multifamily Project Neighborhood Meeting Minutes

Date of Meeting:

Thursday, June 9th, 6:30 PM

Home2 Suites by Hilton Hotel Meeting Room, Idaho Falls, ID

Present:

Mr. Dan Allphin, Representative, J Development

Mr. William Blackburn, Secretary

Mr. Dan Jenson, Neighbor, (3735 Brighton Drive, Idaho Falls, ID 83402-4830)

Mr. Lavell Pack, Neighbor, (264 33rd west, Idaho Falls, ID 83402-4830)

David Gillins, Neighbor, (3778 Tradition circle, Idaho Falls ID 83402-4830)

Mike and Kelli Marshall Neighbor, 3734 north 5th west, (Idaho Falls, ID 83402-4830)

Leigh Astel, Neighbor, 3805 Brighton drive, (Idaho Falls, ID 83402-4830)

Galen Williams, Neighbor, 3754 east 97 north, (Idaho Falls, ID 83402-4830)

- a) Opening of neighborhood meeting;

2290 E. 4500 S, Suite 130

Holladay, Utah 84117

jdevutah.com



- Meeting was opened by Dan Allphin, J Development. Dan welcomed attendees to the meeting.

b) Introduction of the proposal / project by the applicant;

- Dan Allphin presented the rezoning conditions for the high density development at 5th west.

c) Public comments in support of the application;

- David Gillian's Fine with distance from house
- Leigh Astel Worries about airport zoning but excited about new developments.
- Time frame would be fall 2023, little infrastructure development required.

d) Public comments in the opposition of the application;

- Dan Jenson, High traffic as well as increased noise.
- David Gillins, Further concerns about road width and congestion due to the units mentioned here as well as further development by other builders.
- Leigh Astel, concerns about impact on deer population and raptors such as a bald eagle which feed on the property
- Concerns about housing devaluation
- Concerns about the incoming community, crime, upkeep, etc...
- Mike Marshall, Concerns about aesthetic qualities in the structures.
- Worries about the political shift with renters and apartment life.

f) Questions and / or other public testimony;



- Dan Allphin asked the group if there were any final questions or comments to be shared.
- Lavell Peck When will this be approved by the city? Will there be more rezoning. High density rezoning in July or August
- Lavell Peck, Will there be more educational facilities I.e elementary-high school.
- Will there be more interstate access?

g) Close of the Neighborhood Meeting.

*Note:

J Development mailed the neighborhood meeting invitations on Thursday, May 24th, from our office in Utah. Notices were sent 14 days prior to the meeting. Notices were sent to all neighbors and property owners within 350 feet of the 5th West multifamily project per Idaho Falls City requirements.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 34.871 ACRES, SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1, SINGLE DWELLING RESIDENTIAL TO R3, MULTIPLE DWELLING RESIDENTIAL, AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R1, Single Dwelling 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 August 2, 2022, and recommended approval of zoning the subject property to R3 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 8, 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:

Approximately 34.871 acres, Southwest Quarter of Section 6, Township 2 North, Range 38 East

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R3 Multiple Dwelling Residential, Zone" 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 APPROXIMATELY 34.871 ACRES, SOUTHWEST
QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST AS
DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1, SINGLE
DWELLING RESIDENTIAL TO R3, MULTIPLE DWELLING RESIDENTIAL;
AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE OF R1, SINGLE DWELLING RESIDENTIAL TO R3, MULTIPLE DWELLING RESIDENTIAL, APPROXIMATELY 34.871 ACRES, SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 38 EAST, GENERALLY LOCATED NORTH OF W 33RD N, EAST OF N 5TH W, SOUTH OF PEVERO DR, WEST OF N 5TH E.

WHEREAS, the applicant filed an application for a rezone on May 20, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 2, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 8, 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 34.871 acres generally located north of W 33rd N, east of N 5th W, south of Pevero Dr, west of N 5th E.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning is R3, Multiple Dwelling Residential. Multiple Dwelling Residential is consistent with the Comprehensive Plan map and policies.
5. Idaho Falls Planning and Zoning Commission recommended approval of rezone of R1 to R3.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper - Mayor