



City Council Agenda

City of Idaho Falls
Regular Council Meeting
680 Park Avenue

Thursday
October 11, 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, October 13, 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.

E. Airport

- 1) Approval of Idaho Falls, ID (IDA) - ATCT Siting Services Agreement **21-674**

The Airport has been approved for a new Air Traffic Control Tower. The Airport began the planning process for the tower earlier this year. This included working with the Airport engineering firm, T-O Engineers, and the Aviation Planning Group to conduct a siting study. This request for approval is another step in identifying the future location of the tower and is necessary for the continued support of the FAA on the tower project.

The VISTA process is estimated to cost the Airport \$156,763.08 and is federally funded through the Bipartisan Infrastructure Law (BIL) and will be reimbursed at 100% of the amount. The budget authority for this purchase is in the Airport's FY 23 budget.

Attachments: FAA VISTA Agreement AJW-FN-WSA-22-NM-005206.pdf

- 2) Approval of Perimeter Fencing on South Side of Airport **21-675**

The Airport provides security through controlled access to the runway through adequate fencing, doors and gates, law enforcement presence, etc. Occasionally, the Airport will adjust or upgrade security measures in order to provide the necessary coverage. In cooperation with the TSA, the Airport requests additional fencing on the south side of the airport to increase the security in that area.

The cost of the additional fencing is expected to cost \$141,099.87 which is included in the Airport's FY23 budget.

Attachments: Quote 6-6 Westline Fence.doc

D. Idaho Falls Power

- 3) Idaho Falls Power Board Meeting Minutes - September **21-645**

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.

Attachments: 2022 0907 IFP Board Meeting minutes.pdf

1) IFP 23-01 Transformer Purchase 21-672

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase transformer inventory for electrical service. Western Electric United was the lowest responsive, responsible bidder for all items.

Attachments: Transformer Bid Spreadsheet.pdf

2) IFP 23-02 Conductor Purchase for Idaho Falls Power 21-673

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase conductor inventory for electrical service. Adhering to IFP construction timelines, General Pacific and Irby Utilities were the lowest responsive, responsible bidders for items 4-15. Based on construction projections and unit bid prices, the base value for bid item 8 with General Pacific is \$7,742.16 with a 5% tolerance of \$387.11 for a total cost of \$8,129.27. The base value bid for items 4-6 and 9-15 with Irby is \$33,174.60 with a 5% tolerance of \$1,658.73 for a total cost of \$34,833.33. IFP recommends that the city reject bid items 1-3 as non-responsive and requests the authority to purchase items 1-3 on the open market from Irby Utilities for \$345,110.00 with a 5% tolerance for \$17,255.50 for a total cost of \$362,365.50. The Irby items 1-3 bid has a schedule delivery of September 2023 with a cost adjustment clause based on metals prices. IFP can choose not to purchase prior to delivery based on the actual price.

Attachments: Conductor order 2023.pdf

A. Municipal Service

1) Treasurer's Report for August 2022 21-665

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending August 2022, total cash and investments total \$163.8M. Total receipts received and reconciled to the general ledger were reported at \$21.1M, which includes revenues of \$20.1M and interdepartmental transfers of \$1M. Total distributions reconciled to the general ledger were reported at \$21.2M, which includes salary and benefits of \$6.1M, operating costs of \$14.1M and interdepartmental transfers of \$1M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$154.5M.

Attachments: August 2022 Treasurer's Report.pdf

2) Bid IF-23-B, Purchase Replacement Lawn Mower for Public Works 21-668

This purchase will replace unit #9113, a 2007 Jacobsen mower that has reached its useful life and scheduled for replacement.

Attachments: Bid IF-23-B Purchase of Replacement Lawn Mower for Public Works .pdf

5) Annual Renewal of CentralSquare Software Maintenance and Support 21-676

This request is for the renewal of annual maintenance and support of the city's financial software modules including, accounts receivable, asset management, payroll, work order management and time and attendance modules.

Attachments: MS_CentralSquare Annual Software Renewal - Jan 2023 Renewal.pdf

- 6) Minutes from Council Meetings 21-679
September 19, 2022 City Council Work Session and September 22, 2022 City Council Meeting

Attachments: 20220919 Work Session - Unapproved.pdf
20220922 Council Meeting Unapproved.pdf

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. Community Development Services

- 1) Final Plat, Development Agreement, and Reasoned Statement of 21-670
Relevant Criteria and Standards, Bombardier Industrial Park.

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Bombardier Industrial Park. The Planning and Zoning Commission considered this item at its May 3, 2022, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

Action Item:

1. Approve the Development Agreement for the Final Plat for Bombardier Industrial Park and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept the Final Plat for Bombardier Industrial Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Bombardier Industrial Park and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Attachments: Zoning Map
Aerial
Final Plat
Staff Report
PC Minutes
Reasoned Statement
Development Agreement

B. Parks & Recreation

- 1) A Resolution adopting map amendments for the Connecting our Community Plan. 21-638

Attached for your consideration is a resolution of the City of Idaho Falls, adopting map amendments for the Connecting Our Community Plan. The proposed map changes address current growth issues facing the metropolitan area and will serve as a guide for future planning decisions by the City.

Action Item:

Approve the resolution adopting the Connecting our Community Plan Amendments (and map) and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate.)

Attachments: Map with 2022 Recommended Additions
Resolution - COC Plan Amendment CLEAN 8.31.22

- 2) An Ordinance of the City of Idaho Falls Amending Title 8, Chapter 3. 21-649

The addition of Section 7 to the City Code of the City of Idaho Falls defines hours of operations for public parks and amenities. The addition of Section 8 to the City Code of the City of Idaho Falls defines use of park shelters and park amenities regarding reserved and unreserved spaces.

Action Item:

Approve the ordinance amending Title 8, Chapter 3, by the addition of Section 7 (Establishing a Park and Cemeteries curfew from 11:00 p.m. to 5:00 a.m.) and Section 8 (Regulating Park Shelters and amenities when not reserved).

Attachments: Ordinance
Park Curfew Ordinance and Shelter Use Ordinance

C. Municipal Services

- 4) Upgrade City Network Infrastructure 21-669

The purchase of Cisco Core Routers will be used to upgrade the city's network infrastructure. The upgrade will replace aging equipment that is approaching useful life and/or end of support. In addition to replacing aging equipment, the upgrade will redesign the network to incorporate enhanced cyber security functionality, including encryption of data that will host benefits to city facilities.

Action Item:

Approve the purchase of Cisco core routers from the State of Idaho Contract # PADD20210672 from CompuNet for a total of \$230,846.19 (or take other action deemed appropriate).

Attachments: Upgrade City Network Infrastructure Quote.pdf

- 1) Purchase of Police Facility Furniture, Fixtures and Equipment 21-666

This purchase will provide furniture, fixtures, and equipment for the new Idaho Falls Police Facility as listed in the Architects Design Group project design documents. The city received a total of four quotes from State of Idaho contract holders, with Interior Environments providing the lowest quote.

Action Item:

Approve the purchase of furniture, fixtures, and equipment from State of Idaho contract

#PADD18200479 from Interior Environments for a total of \$665,959.45 (or take other action deemed appropriate).

Attachments: State of Idaho Contract Quote for Police Facility FF&E - Interior Environments.pdf

6. **Announcements.**

7. **Adjournment.**

File #: 21-674

City Council Meeting

FROM: Rick Cloutier - Airport Director
DATE: Thursday, October 13, 2022
DEPARTMENT: Airport

Subject

Approval of Idaho Falls, ID (IDA) - ATCT Siting Services Agreement

Council Action Desired

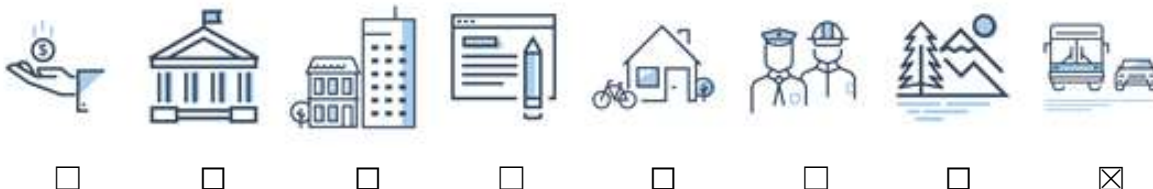
☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Approve agreement between City and FAA to conduct the VISTA siting process (or take other action deemed appropriate).

Description, Background Information & Purpose

The Airport has been approved for a new Air Traffic Control Tower. The Airport began the planning process for the tower earlier this year. This included working with the Airport engineering firm, T-O Engineers, and the Aviation Planning Group to conduct a siting study. This request for approval is another step in identifying the future location of the tower and is necessary for the continued support of the FAA on the tower project.

The VISTA process is estimated to cost the Airport \$156,763.08 and is federally funded through the Bipartisan Infrastructure Law (BIL) and will be reimbursed at 100% of the amount. The budget authority for this purchase is in the Airport's FY 23 budget.

Alignment with City & Department Planning Objectives



The VISTA process is a necessary step in the planning and construction of a new Air Traffic Control Tower which will provide safe air traffic in and out of the Idaho Falls Regional Airport.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

The VISTA siting process is federally funded.

Legal Review

Click or tap here to enter text.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF IDAHO FALLS
IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, IDAHO**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Idaho Falls** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **City of Idaho Falls**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The Idaho Falls Regional Airport (IDA) located in Idaho Falls, Idaho has future development plans that will require the construction and relocation of a new Airport Traffic Control Tower (ATCT). The current ATCT at IDA is a sponsor-owned Federal Contract Tower (FCT) and, once constructed, the new ATCT will continue under sponsor ownership and maintenance.

The purpose of this Agreement between the FAA and the Sponsor is to support and complete the Virtual Immersive Siting Tower Assessment (VISTA) siting process. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Idaho Falls, ID (IDA) – ATCT Siting Services

- B. The FAA will perform the following activities in accordance with the VISTA memorandum, dated November 5, 2021:
1. Participate in planning and site visit(s) for siting process. Develop cost estimates for any required amendments to this Agreement for the continued support of the Sponsor's project.
 2. Facilitate the VISTA process.
 3. Provide a siting report template for the Airport Sponsor's use in writing the siting report.
 4. Review the siting report provided by the Airport Sponsor for completeness, respond with comments or recommendations at draft, advanced, and final stages, and coordinate signatures.
 5. Develop Electronics Requirements Document (RD) and Electronics Requirements Document Workbook (RDWB) to identify space, equipment, and service requirements. These documents will contribute to the basis for design of the new ATCT structure.
 6. Develop budget estimates to design and install equipment and service requirements. These estimates will include the cost of removing FAA assets from the existing tower.
 7. Comply with airport badging and access requirements.
- C. The Sponsor will perform the following activities in accordance with the VISTA memorandum, dated November 5, 2021:
1. Provide master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures at least four months before siting, and other data as required.
 2. Participate in the siting study.
 3. Provide a detailed siting report describing the location and relevant elevations for the preferred sites and identify the recommended site in accordance with the provided site report template.
 4. Incorporate any required comments or recommendations provided by the FAA into the Sponsor's siting report.
 5. Provide final draft of siting report to FAA Terminal Facilities Siting Team Lead for review of completeness and coordination of signatures.

- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Matt Josal** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(206) 231-2966** or via email at **matthew.josal@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, Term/Surv/Wx Engineering Center B DES** will perform the scope of work included in this Agreement. **Anna Asghar** is the **Term/Surv/Wx Engineering Center B DES Manager** and liaison with the Sponsor and can be reached at **(206) 231-2676** or via email at **anna.t.asghar@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

**City of Idaho Falls
Rick Cloutier, Airport Director
2140 North Skyline Drive
Idaho Falls, ID 83402
Telephone: (208) 612-8224
Email: rcloutier@idahofalls.gov**

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 – Engineering Support	\$29,700.00
WB4040 – Site Selection & Acquisition	\$5,940.00
Labor Subtotal	\$35,640.00
Labor Overhead	\$5,643.00
Total Labor	\$41,283.00
Non-Labor	
WB4020 – VISTA Siting Services	\$50,000.00
WB4020 – Requirements Document/Requirements Document Workbook	\$53,257.00
WB4040 – Travel	\$3,669.00
Non-Labor Subtotal	\$106,926.00
Non-Labor Overhead	\$8,554.08
Total Non-Labor	\$115,480.08
TOTAL ESTIMATED COST	\$156,763.08

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Idaho Falls
Attn: Bruce Young
2140 North Skyline Drive
Idaho Falls, ID 83402
Telephone: (208) 612-8517
Email: byoung@idahofalls.gov

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Ensuring Adequate COVID Safety Protocols – Reserved

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF IDAHO FALLS

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Rebecca Casper
TITLE Mayor
DATE _____

Memorandum

File #: 21-675

City Council Meeting

FROM: Rick Cloutier - Airport Director
DATE: Thursday, October 13, 2022
DEPARTMENT: Airport

Subject

Approval of Perimeter Fencing on South Side of Airport

Council Action Desired

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

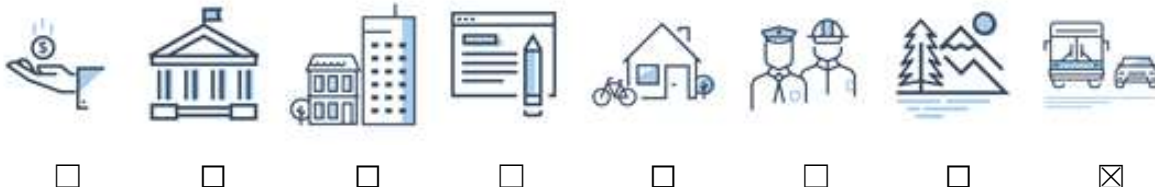
Approve purchase of perimeter fencing for areas on south side of the Airport (or take other action deemed appropriate).

Description, Background Information & Purpose

The Airport provides security through controlled access to the runway through adequate fencing, doors and gates, law enforcement presence, etc. Occasionally, the Airport will adjust or upgrade security measures in order to provide the necessary coverage. In cooperation with the TSA, the Airport requests additional fencing on the south side of the airport to increase the security in that area.

The cost of the additional fencing is expected to cost \$141,099.87 which is included in the Airport's FY23 budget.

Alignment with City & Department Planning Objectives



The additional fencing supports the reliable public infrastructure and transportation community-oriented result by providing for the continued security of Airport users.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

The fencing is budgeted in FY23 and funded through operating revenue of the Airport.

Legal Review

Not applicable.

WESTLINE FENCE LLC

EIN # 47-2829788
795480024

IDAHO CONTRACTOR # RCE-39337

DUNS #

ID PWC License # PWC- C-16893- B-4

PO BOX 28

MORELAND, IDAHO 83256-0028

OFFICE # (208) 684-4827

Lennie D. Pincock
Owner
Cell # 208-680-1444

Established 2007

Heidi Morgan
Secretary
westlnfnc@yahoo.com

Fence Quote

June 6, 2022

To
Idaho Falls Regional Airport
Attention to
Kenny Butters

Following is a quote to Install new fence at south Hanger's area near Grandview DR and Relocate 24ft Cantilever gate, And Fence at the building on the west end of International Way.

Due to continuing price increases, cost of materials may need to be adjusted at time of purchase. Therefore, this is an estimate only.

Grandview Dr

ITEM DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	BID AMOUNT
7ft Chain link Fence W/ 3 strands of barbwire	ft	2287.00	\$38.35	\$87,706.45
Relocate 24ft Slide gate Electrical and Security wiring Not included	ls	1.00	\$12,727.49	\$12,727.49
Mobilization	ls	1.00	\$5,000.00	\$5,000.00
TOTAL				\$105,433.94

Building at west end of International Way

ITEM DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	BID AMOUNT
7ft Chain link Fence W/ 3 strands of barbwire	ft	230.00	\$61.63	\$14,174.90
20 ' x 7+1 Cantilever Gate With Operator Not included Electrical and Security system Key Pad or Card readers	ls	1.00	\$19,791.03	\$19,791.03
Mobilization	ls	1.00	\$1,700.00	\$1,700.00
TOTAL				\$35,665.93

Total Amount-----\$141,099.87

Memorandum

File #: 21-645

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, September 14, 2022
DEPARTMENT: Idaho Falls Power

Subject

Idaho Falls Power Board Meeting Minutes - September

Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)
 Approve Idaho Falls Power Board meeting minutes from September 7, 2022 (or take other action deemed appropriate).

Description, Background Information & Purpose

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

Alignment with City & Department Planning Objectives



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

Interdepartmental Coordination

n/a

Fiscal Impact

n/a

Legal Review

n/a

September 7, 2022 Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Wednesday, September 7, 2022, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:45 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper
Board Member Michelle Ziel-Dingman
Board Member Tom Hally
Board Member Jim Francis
Board Member Jim Freeman
Board Member John Radford

Absent:

Board Member Lisa Burtenshaw

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager
Stephen Boorman, IFP Assistant General Manager
Jace Yancey, Operations Technology Manager
Wid Ritchie, Energy Services Manager
Kelly Aldinger, Fiber Lead Communications Technician
Darrin Blaisdell, GIS Supervisor
Brayden Auten, GIS Specialist
Colter Tucker, Business Analyst
T.J. Rowe, Network & Security Specialist
Richard Malloy, Hydropower & Utility Regulatory Compliance Manager
Michael Kirkham, Assistant City Attorney
Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:52 a.m.

Calendar, Announcements, Events and Updates

General Manager (GM) Prairie introduced the Bonneville Power Administration (BPA) agreement for ratification that will be on the next City Council agenda. He explained that the confirmation agreement will obligate BPA to deliver 10 megawatts (MW) of energy to Idaho Falls Power's system under terms and conditions outlined in the Power Sales contract IFP currently has and added that IFP will need to enter into a corresponding futures contract that is financially settled to lock in a fixed price to limit price exposure since the purchase from BPA was at index market price. He said once the futures agreement is transacted that it will also come before City Council for ratification. GM Prairie stated that IFP sold off surplus energy the day before at about \$1000 per megawatt hour (MWh) and Board Member Radford asked if that money goes into the rate stabilization fund and GM Prairie said yes, that it would go in as a power cost adjustment (PCA) and once the fund is back up to \$20 million, he would like to take necessary steps to build up a more appropriate balance of \$25 million in his view, but would require a change to the credit and risk management policy by the Board. He speculated that September should be a better energy month as the peaks are expected to come way down with cooler overnights.

Mayor Casper talked about scheduling conflicts with the October Board meeting and mentioned a hydrogen conference in Denver for early October and wondered if it was worth attending and GM Prairie said the Board has likely been exposed to most of the information on their agenda at other prior events. He went on

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to explain that he is still working with the only vendor that has come forward that he is aware of on creating a hydrogen hub here, with IFP collaboration with. Mayor Casper said that Idaho National Laboratory (INL) is building an electrolyzer, which is expected to produce hydrogen after 18-months' time. GM Prairie said he would like to see more focus for demonstrating the success of a hydrogen plant, only on a smaller scale.

Board Member Radford mentioned the Inflation Reduction Act (IRA) that recently passed through the U.S. Congress and said the American Public Power Association (APPA) is encouraged about the resulting energy tax credits, which is expected to include more than just wind and solar. He mentioned that Pacific Gas and Electric (PG&E) of California's conservation efforts included direct texting and offering gift cards to its customers over the last week of extreme heat in their region that resulted in no calls for blackouts. He added that the heat wave extends to other countries, including China where reportedly 36 major rivers went dry this summer, which also affects their hydro systems.

Fiber Network, Marketing & Sales and Construction Update

Fiber Network & Construction Update - Assistant General Manager (AGM) Boorman introduced the information technology team and pointed out the deep bench of employees resulting from careful succession planning. Mr. Yancey reviewed the progress of the fiber buildout and noted the utility has over 4100 fiber customers and averages roughly 2000 new customers per year. He reviewed the interactive map showing all the residential service locations and AGM Boorman said the contractor has gotten very good at completing sections of neighborhoods so that subscription can be released prior to the complete neighborhood buildouts and Board Member Francis asked if it is the same contractor as used prior and AGM Boorman said yes and added they are contracted to complete the fiber buildout. Mr. Yancey added that as contract labor continues to be an issue, the goal is to have the pass-by buildout complete by the end of September so that drops can be the focus until Thanksgiving. Mayor Casper inquired about the progress at the Village and Mr. Yancey gave a report about the current construction phase and outlook for that neighborhood. He reviewed the take rates in various neighborhoods and showed how valuable the maps could be in helping to focus advertising in areas with smaller take rates. Board Member Radford offered that he feels low-income neighborhoods struggle more with the cost of changing services with limited dollars. Mr. Yancey explained how the Affordable Connectivity Program (ACP) works with Idaho Falls Fiber (IFF) and through internet service providers (ISP) to offer lower rates to lower-income customers who qualify. Board Member Hally asked if there will be direct advertising in Highland and Board Member Francis asked if the ISPs would get reimbursed from the federal government for the ACP and Mr. Yancey answered yes to both questions. Mayor Casper said she thought the program was great news and would support the utility spending extra advertising dollars toward promoting it. Board Member Hally asked if IFF works with area realtors and Mr. Yancey said there are several fiber promotional programs advertised at the utility department. Board Member Francis asked about installation timelines and Mr. Yancey said it's running from two to three weeks out. Board Member Ziel-Dingman commented on demographics and mentioned that senior testimonials might help educate potential mature customers, and also pointed out that she noticed some sidewalks and driveways being torn out in the Meadows. Mr. Yancey explained that the contractors are having boring issues in some areas where there is a lot of cobble and said that sidewalks and driveways would be replaced at no charge to the customer.

Marketing & Sales - Mr. Ritchie pointed out that IFF went from four to six service providers this year and reviewed the marketing strategy that includes improved website pages and videos, give aways, staff and fiber buggy presence at various community related events, cash referral programs and door-to-door fiber marketing and promotion in low signup areas. Mayor Casper asked if there was targeted advertising to residents who have not yet signed up and Mr. Ritchie spoke about the areas with smaller take rates and indicated that the maps will prove useful in targeting those areas and Mr. Aldinger cautioned that some

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apartment owners discourage drilling holes in walls etc. Mr. Yancey added that Century Link has contracted with groups of apartment owners enticing group enrollment bonuses.

Fiber Software, Signup, Customer Installation Management Software and Process Automation Update

Software - Mr. Yancey said the Geographic Information System (GIS) system has been a successful buildout and emphasized that the next steps are how to go about managing the data. Mr. Blaisdell said he is exploring ways to change and automate processes to provide more appropriate analytics. He showed how several different software systems including; customer information and billing, relational database management, access software, outage management system, advanced meter information, GIS, and finance and workorder data, must work together for optimal reporting. Board Member Radford asked how the GIS and AS400 systems integrate and Mr. Blaisdell explained that while the AS400 is still a functioning software, he noted that it is not modern and therefore has extremely limited expansion capabilities. Board Member Radford said he agreed that automation is the way forward. Mayor Casper said the software review provides a good background and noted that a consultant will be meeting with all city departments to further discuss and evaluate software packages that better integrate with other crucial systems and city departments. Mr. Blaisdell shared how the maps obtained from a recent city annexation and subsequent buyout of assets proved useless, as the prior electric service provider didn't keep up to date maps on their transformers. He demonstrated how the maps had been recreated in the GIS system for over 850 transformers.

Process Automation and Improvement - Mr. Auten reviewed the forms he'd been working on for field crews to perform daily digital tailboards and also access and update the GIS system in real time as they're on the job making repairs or preparing new installations. He explained how pictures can be taken with iPads and phones and easily uploaded to the database. He gave examples of how helpful the real time information is for safety and in the case of staff filing accident and damage reports. Board Member Freeman said he felt that data would prove rock solid if ever needed in court because of the time and date stamp in the system. Mr. Tucker reviewed the fiber signup and installation process he has been working to improve and automate. Mr. Yancey explained that scheduling is one of the biggest time constraints and with automation, he hopes to cut the signed contract to installation time down significantly. Mr. Tucker showed some meter analysis, which helps to identify peak loads and explained how the engineers can perform modeling tests. Board Member Francis asked if this could lend itself to time of day billing and Mr. Tucker said yes, this was a first step in that direction. Board Member Freeman asked if there were concerns for confidentiality and how the utility is protecting data. Mr. Blaisdell explained that all customer data is considered sensitive by the federal government and pointed out that fiber construction contractors can only access/modify sections of data that aren't tied to any customer information. Mr. Kirkham offered if someone were to request another customer's bill, that due to the Freedom of Information Act (FOIA) the bill would have to be provided but added that the requestor has to be specific in what they are asking for. Mr. Yancey clarified that customer names are not tied to the current analytic studies.

Cybersecurity Briefing

Mr. Rowe displayed a snapshot of a cybersecurity firewall log and explained that it is mostly coming from automated systems trying to infiltrate other systems. He pointed out that targeted attacks identified over long-term patterns is what he watches for. He explained how the city networks are setup and showed that IFP, while in the city network is on an isolated network and that information which controls plants, power distribution, meters and traffic signaling are all isolated and blocked. Mr. Rowe explained that the utility is very careful about which machines are connected where and added that a two-factor identification system is in place. He explained that social engineering is extremely sophisticated and very good at obtaining information from people. He reviewed the two key North American Electric Reliability Corporation (NERC) compliance standards that IFP must comply with. Board Member Radford said he thought the Board should consider having a ransom policy. Mr. Rowe said if a machine does get infected with

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ransomware that the machine is destroyed and backups are what is relied on moving forward. Mayor Casper pointed out that the NERC compliance regulations are for IFP and not the entire city.

Dam Breach Analysis and High Hazard Designation

Mr. Malloy explained that Federal Energy Regulatory Commission (FERC) Portland Regional Office (PRO) requested that IFP perform a breach analysis on the upper dam dike. Gannet Fleming was contracted September 2021 to perform the analysis and submitted the results to PRO. He said based on their conclusions, PRO stipulated several requirements to be taken by IFP, which includes a breach analysis of the *entire project* and a new emergency plan by March 2023. Other comprehensive assessments, studies and technical reporting will also be required and will likely cost upward of \$310,000 plus 140-160 hours of staff time. Mr. Malloy said that IFP is taking another look at all of the hydro projects and conducting five-year inspections. There was a discussion on purchasing available property in the flood zones of IFP's hydro projects, but was determined it likely wouldn't alter the outcome of a high hazard designation status at the upper plant and Mr. Malloy concluded that FERC PRO just wants to understand the catastrophic risks. Board Member Francis asked how often the dikes are inspected or looked at and Mr. Malloy said almost daily during working days.

There being no further business, the meeting adjourned at 11:45 a.m.

s/ Linda Lundquist

Linda Lundquist, BOARD SECRETARY

s/ Rebecca L. Noah Casper

Rebecca L. Noah Casper, MAYOR

Memorandum

File #: 21-672

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, October 5, 2022
DEPARTMENT: Idaho Falls Power

Subject

IFP 23-01 Transformer Purchase

Council Action Desired

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

Accept and approve bid from Western Electric United for a total of \$1,219,279.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase transformer inventory for electrical service. Western Electric United was the lowest responsive, responsible bidder for all items.

Alignment with City & Department Planning Objectives



This action supports our readiness for well-planned growth and development by replenishing required inventory ensuring reliable electric service. This action also supports the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

City Attorney Department and Idaho Falls Power agree that this action is appropriate.

Fiscal Impact

Funding for this purchase is in the 2022-23 IFP budget.

Legal Review

City Attorney Department agrees the action desired is within State Statute.

Idaho Falls Power

Bid Tabulation

Project: IFP 2023 Transformer Purchase Number IFP 23-01

Submitted: Krista Thornton Warehouse Assistant September 27, 2022

Item		KVA	Description	Voltage	Qty	Gen Pac (Howard)		
1-phase 240/120						Unit Price	Extendend Price	Delivery Time
1	915 698 10025	25	1 Ph u/g	12470 GrdY/7200 - 240/120V	10	\$ 6,381	\$ 63,810	72-80 Wks
2	915 698 10037	37.5	1 Ph u/g	12470 GrdY/7200 - 240/120V	10	\$ 7,548	\$ 75,480	72-80 Wks
3	915 698 10050	50	1 Ph u/g	12470 GrdY/7200 - 240/120V	20	\$ 8,302	\$ 166,040	72-80 Wks
4	915 698 10075	75	1 Ph u/g	12470 GrdY/7200 - 240/120V	20	\$ 10,217	\$ 204,340	72-80 Wks
5	915 698 10100	100	1 Ph u/g	12470 GrdY/7200 - 240/120V	25	\$ 12,418	\$ 310,450	72-80 Wks
6	915 698 10167	167	1 Ph u/g	12470 GrdY/7200 - 240/120V	10	\$ 16,910	\$ 169,100	72-80 Wks
1-phase 240/120 3 bushing								
7	915 698 10325	25	1 Ph u/g	12470 GrdY/7200 - 240/120V	4	\$ 7,394	\$ 29,576	72-80 wks
8	915 698 10337	37.5	1 Ph u/g	12470 GrdY/7200 - 240/120V	7	\$ 8,874	\$ 62,118	72-80 wks
9	915 698 10350	50	1 Ph u/g	12470 GrdY/7200 - 240/120V	1	\$ 9,776	\$ 9,776	72-80 wks
10	915 698 10375	75	1 Ph u/g	12470 GrdY/7200 - 240/120V	1	\$ 11,635	\$ 11,635	72-80 wks
11	915 698 13100	100	1 Ph u/g	12470 GrdY/7200 - 240/120V	5	\$ 13,943	\$ 69,715	72-80 wks
3-phase 208/120								
12	915 698 12045	45	3 Ph u/g	12470 GrdY/7200 – 208Y/120V	6	\$ 18,993	\$ 113,958	52-60 Wks
13	915 698 12075	75	3 Ph u/g	12471 GrdY/7200 – 208Y/120V	2	\$ 20,688	\$ 41,376	52-60 Wks
14	915 698 12012	112	3 Ph u/g	12472 GrdY/7200 – 208Y/120V	5	\$ 23,197	\$ 115,985	52-60 Wks
15	915 698 12015	150	3 Ph u/g	12473 GrdY/7200 – 208Y/120V	8	\$ 25,333	\$ 202,664	52-60 Wks
16	915 698 12025	225	3 Ph u/g	12474 GrdY/7200 – 208Y/120V	4	\$ 29,388	\$ 117,552	52-60 Wks
17	915 698 12030	300	3 Ph u/g	12474 GrdY/7200 – 208Y/120V	5	\$ 33,955	\$ 169,775	52-60 Wks
18	915 698 12050	500	3 Ph u/g	12471 GrdY/7200 – 208Y/120V	4	\$ 42,173	\$ 168,692	52-60 Wks
3-phase 480/277								
19	915 698 14875	75	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	3	\$ 20,334	\$ 61,002	52-60 Wks
20	915 698 14812	112	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	1	\$ 22,730	\$ 22,730	52-60 Wks
21	915 698 14815	150	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	3	\$ 24,351	\$ 73,053	52-60 Wks
22	915 698 14825	225	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	1	\$ 28,680	\$ 28,680	52-60 Wks
23	915 698 14830	300	3 Ph u/g	12470 GrdY/7200 – 480Y/277V	1	\$ 32,430	\$ 32,430	52-60 Wks
24	915 698 14850	500	4 Ph u/g	12471 GrdY/7200 – 480Y/277V	1	\$ 40,554	\$ 40,554	52-60 Wks
25	915 698 14750	750	5 Ph u/g	12472 GrdY/7200 – 480Y/277V	1	\$ 52,916	\$ 52,916	52-60 Wks
26	915 698 11480	1,000	6 Ph u/g	12473 GrdY/7200 – 480Y/277V	1	\$ 61,933	\$ 61,933	52-60 Wks
27	915 698 12500	2,500	9 Ph u/g	12476 GrdY/7200 – 480Y/277V	1	\$ 135,195	\$ 135,195	52-60 Wks
Total						\$ 2,610,535		

Not Bids may be awarded individually and based on any combination that is in the best interest of IFP

Power West (United Standard Electric)			Pacific Power Reps (Hyundai)		
Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time
\$ 8,975.00	\$ 89,750	26-46 Wks	\$ 6,500	\$ 65,000	40 Wks
\$ 9,672.00	\$ 96,720	26-46 Wks	\$ 7,000	\$ 70,000	40 Wks
\$ 10,450.00	\$ 209,000	26-46 Wks	\$ 7,400	\$ 148,000	40 Wks
\$ 12,100.00	\$ 242,000	26-46 Wks	\$ 8,800	\$ 176,000	40 Wks
\$ 13,815.00	\$ 345,375	26-46 Wks	\$ 9,700	\$ 242,500	40 Wks
\$ 17,835.00	\$ 178,350	26-46 Wks	\$ 11,500	\$ 115,000	40 Wks
\$ 9,655.00	\$ 38,620	26-46 Wks		\$ -	40 Wks
\$ 10,533.00	\$ 73,731	26-46 Wks		\$ -	40 Wks
\$ 11,389.00	\$ 11,389	26-46 Wks		\$ -	40 Wks
\$ 13,200.00	\$ 13,200	26-46 Wks		\$ -	40 Wks
\$ 14,994.00	\$ 74,970	26-46 Wks		\$ -	40 Wks
\$ 24,994.00	\$ 149,964	26-46 Wks	\$ 30,800	\$ 184,800	40 Wks
\$ 25,525.00	\$ 51,050	26-46 Wks	\$ 32,300	\$ 64,600	40 Wks
\$ 26,175.00	\$ 130,875	26-46 Wks	\$ 34,700	\$ 173,500	40 Wks
\$ 27,425.00	\$ 219,400	26-46 Wks	\$ 36,600	\$ 292,800	40 Wks
\$ 30,745.00	\$ 122,980	26-46 Wks	\$ 43,500	\$ 174,000	40 Wks
\$ 33,499.00	\$ 167,495	26-46 Wks	\$ 47,100	\$ 235,500	40 Wks
\$ 40,428.00	\$ 161,712	26-46 Wks	\$ 58,400	\$ 233,600	40 Wks
\$ 24,799.00	\$ 74,397	26-46 Wks	\$ 28,100	\$ 84,300	40 Wks
\$ 25,430.00	\$ 25,430	26-46 Wks	\$ 29,800	\$ 29,800	40 Wks
\$ 26,595.00	\$ 79,785	26-46 Wks	\$ 31,800	\$ 95,400	40 Wks
\$ 29,745.00	\$ 29,745	26-46 Wks	\$ 38,100	\$ 38,100	40 Wks
\$ 32,366.00	\$ 32,366	26-46 Wks	\$ 41,500	\$ 41,500	40 Wks
\$ 38,925.00	\$ 38,925	26-46 Wks	\$ 48,800	\$ 48,800	40 Wks
\$ 44,389.00	\$ 44,389	26-46 Wks	\$ 63,600	\$ 63,600	40 Wks
\$ 49,869.00	\$ 49,869	26-46 Wks	\$ 74,100	\$ 74,100	40 Wks
\$ 92,950.00	\$ 92,950	26-46 Wks		\$ -	40 Wks
Total	\$ 2,844,437		Total	\$ 2,650,900	

WEG (Weg)			Western Electric United (Ermco)		
Unit Price	Extendend Price	Delivery Time	Unit Price	Extendend Price	Delivery Time
	\$ -		\$ 2,818	\$ 28,180	50 Wks
	\$ -		\$ 3,090	\$ 30,900	50 Wks
	\$ -		\$ 3,339	\$ 66,780	50 Wks
	\$ -		\$ 4,385	\$ 87,700	50 Wks
	\$ -		\$ 5,318	\$ 132,950	50 Wks
	\$ -		\$ 7,766	\$ 77,660	50 Wks
	\$ -				
	\$ -		\$ 2,959	\$ 11,836	50 Wks
	\$ -		\$ 3,230	\$ 22,610	50 Wks
	\$ -		\$ 3,525	\$ 3,525	50 Wks
	\$ -		\$ 4,452	\$ 4,452	50 Wks
	\$ -		\$ 5,385	\$ 26,925	50 Wks
\$ 14,507	\$ 87,042	84-86 Wks	\$ 10,297	\$ 61,782	50 Wks
\$ 16,242	\$ 32,484	84-86 Wks	\$ 10,918	\$ 21,836	50 Wks
\$ 18,273	\$ 91,365	84-86 Wks	\$ 11,871	\$ 59,355	50 Wks
\$ 19,817	\$ 158,536	84-86 Wks	\$ 12,909	\$ 103,272	50 Wks
\$ 23,076	\$ 92,304	84-86 Wks	\$ 14,811	\$ 59,244	50 Wks
\$ 26,850	\$ 134,250	84-86 Wks	\$ 16,691	\$ 83,455	50 Wks
\$ 37,863	\$ 151,452	84-86 Wks	\$ 22,271	\$ 89,084	50 Wks
\$ 16,269	\$ 48,807	84-86 Wks	\$ 10,866	\$ 32,598	50 Wks
\$ 17,505	\$ 17,505	84-86 Wks	\$ 11,589	\$ 11,589	50 Wks
\$ 18,919	\$ 56,757	84-86 Wks	\$ 12,252	\$ 36,756	50 Wks
\$ 21,848	\$ 21,848	84-86 Wks	\$ 14,215	\$ 14,215	50 Wks
\$ 25,078	\$ 25,078	84-86 Wks	\$ 15,450	\$ 15,450	50 Wks
\$ 30,795	\$ 30,795	84-86 Wks	\$ 19,018	\$ 19,018	50 Wks
\$ 40,618	\$ 40,618	84-86 Wks	\$ 26,691	\$ 26,691	50 Wks
\$ 46,717	\$ 46,717	84-86 Wks	\$ 31,533	\$ 31,533	50 Wks
\$ 115,040	\$ 115,040	84-86 Wks	\$ 59,883	\$ 59,883	50 Wks
Total	\$ 1,150,598		Total	\$ 1,219,279	

Irby (Abb)			Irby (Howard)			minimum	maximum
Unit Price	Extendend Price	Delivey Time	Unit Price	Extendend Price	Delivey Time		
	\$ -	14090000	\$ 5,790	\$ 57,900	60 Wks	\$ 2,818	\$ 8,975
	\$ -	15450000	\$ 6,850	\$ 68,500	60 Wks	\$ 3,090	\$ 9,672
	\$ -	33390000	\$ 7,535	\$ 150,700	60 Wks	\$ 3,339	\$ 10,450
	\$ -	43850000	\$ 9,270	\$ 185,400	60 Wks	\$ 4,385	\$ 12,100
	\$ -	66475000	\$ 11,265	\$ 281,625	60 Wks	\$ 5,318	\$ 13,815
	\$ -	38830000	\$ 15,350	\$ 153,500	60 Wks	\$ 7,766	\$ 17,835
						\$ -	\$ -
	\$ -	5918000	\$ 6,710	\$ 26,840	60 Wks	\$ 2,959	\$ 9,655
	\$ -	11305000	\$ 8,050	\$ 56,350	60 Wks	\$ 3,230	\$ 10,533
	\$ -	1762500	\$ 8,870	\$ 8,870	60 Wks	\$ 3,525	\$ 11,389
	\$ -	2226000	\$ 10,560	\$ 10,560	60 Wks	\$ 4,452	\$ 13,200
	\$ -	13462500	\$ 12,650	\$ 63,250	60 Wks	\$ 5,385	\$ 14,994
						\$ -	\$ -
\$ 18,750	\$ 112,500	72-74 wks	\$ 17,230	\$ 103,380	38-40 wks	\$ 10,297	\$ 30,800
\$ 19,220	\$ 38,440	72-74 wks	\$ 18,770	\$ 37,540	38-40 wks	\$ 10,918	\$ 32,300
\$ 20,850	\$ 104,250	72-74 wks	\$ 21,050	\$ 105,250	38-40 wks	\$ 11,871	\$ 34,700
\$ 20,300	\$ 162,400	72-74 wks	\$ 22,990	\$ 183,920	38-40 wks	\$ 12,909	\$ 36,600
\$ 27,750	\$ 111,000	72-74 wks	\$ 26,660	\$ 106,640	38-40 wks	\$ 14,811	\$ 43,500
\$ 29,650	\$ 148,250	72-74 wks	\$ 30,825	\$ 154,125	38-40 wks	\$ 16,691	\$ 47,100
\$ 39,250	\$ 157,000	72-74 wks	\$ 38,260	\$ 153,040	38-40 wks	\$ 22,271	\$ 58,400
						\$ -	\$ -
\$ 18,700	\$ 56,100	72-74 wks	\$ 18,450	\$ 55,350	38-40 wks	\$ 10,866	\$ 28,100
\$ 22,475	\$ 22,475	72-74 wks	\$ 20,625	\$ 20,625	38-40 wks	\$ 11,589	\$ 29,800
\$ 21,500	\$ 64,500	72-74 wks	\$ 22,100	\$ 66,300	38-40 wks	\$ 12,252	\$ 31,800
\$ 28,800	\$ 28,800	72-74 wks	\$ 28,940	\$ 28,940	38-40 wks	\$ 14,215	\$ 38,100
\$ 27,275	\$ 27,275	72-74 wks	\$ 28,425	\$ 28,425	38-40 wks	\$ 15,450	\$ 41,500
\$ 36,500	\$ 36,500	72-74 wks	\$ 36,790	\$ 36,790	38-40 wks	\$ 19,018	\$ 48,800
\$ 55,300	\$ 55,300	105-107 wks	\$ 48,025	\$ 48,025	38-40 wks	\$ 26,691	\$ 63,600
\$ 57,850	\$ 57,850	105-107 wks	\$ 56,190	\$ 56,190	38-40 wks	\$ 31,533	\$ 74,100
\$ 105,700	\$ 105,700	105-107 wks	\$ 122,650	\$ 122,650	38-40 wks	\$ 59,883	\$ 135,195
Total	\$ 1,288,340		Total	\$ 2,370,685		\$ 347,532	\$ 907,019

File #: 21-673

City Council Meeting

FROM: Bear Prairie, General Manager
DATE: Wednesday, October 5, 2022
DEPARTMENT: Idaho Falls Power

Subject

IFP 23-02 Conductor Purchase for Idaho Falls Power

Council Action Desired

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

Action for bid number IFP 23-02 Conductors

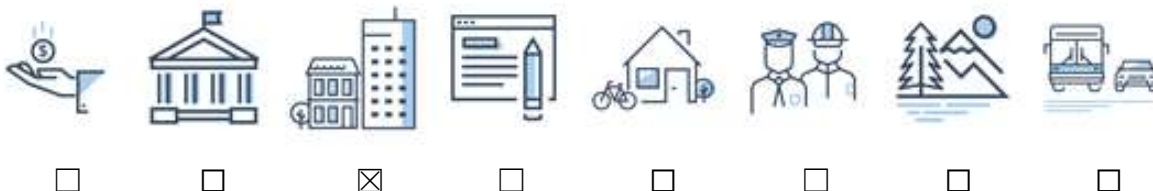
- Reject bid items 1-3, which were non-responsive due to no firm pricing
- Approve bid items 4-6 and 9-15 to Irby Utilities
- Approve bid item 8 to General Pacific
- Disapprove item 7 at this time due to project scheduling changes

For a total not-to-exceed amount of \$405,328.10 (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified vendors to purchase conductor inventory for electrical service. Adhering to IFP construction timelines, General Pacific and Irby Utilities were the lowest responsive, responsible bidders for items 4-15. Based on construction projections and unit bid prices, the base value for bid item 8 with General Pacific is \$7,742.16 with a 5% tolerance of \$387.11 for a total cost of \$8,129.27. The base value bid for items 4-6 and 9-15 with Irby is \$33,174.60 with a 5% tolerance of \$1,658.73 for a total cost of \$34,833.33. IFP recommends that the city reject bid items 1-3 as non-responsive and requests the authority to purchase items 1-3 on the open market from Irby Utilities for \$345,110.00 with a 5% tolerance for \$17,255.50 for a total cost of \$362,365.50. The Irby items 1-3 bid has a schedule delivery of September 2023 with a cost adjustment clause based on metals prices. IFP can choose not to purchase prior to delivery based on the actual price.

Alignment with City & Department Planning Objectives



This action supports our readiness for well-planned growth and development by replenishing required inventory ensuring reliable electric service. This action also supports the growth element of the IFP.

Interdepartmental Coordination

The City Attorney Department and Idaho Falls Power agree that this action is appropriate.

Fiscal Impact

Funding for this purchase is in the 2022-23 IFP budget.

Legal Review

City Attorney Department agree the action desired is within State Statute.

Idaho Falls Power

Bid Tabulation

Project: IFP 2022 Conductor Purchase

Number: IFP 23-02

Subbr Nikki Bradford, Administrative Assistant

Date:

Nexgen Power, INC

American Wire Group

			Item #	Desc	2nd Desc	Recommended Order Amount	Delivery time	MFG	Unit price	Extended price	Delivery time	MFG	Unit price	Extended price
1	U/G	Pri	910 152 60010	1/0 str	Primary	40,000	18 weeks	Daewon	\$ 3.20	128,000	no bid		\$ -	\$ -
2	U/G	Pri	910 152 63010	1/0 str	Primary Triplex	12,000	18 Weeks	Daewon	\$ 10.10	121,200.00	no bid		\$ -	\$ -
3	U/G	Pri	910 152 63040	4/0 str	Primary Triplex	10,000	18 weeks	Daewon	\$ 16.10	161,000.00	no bid		\$ -	\$ -
4	U/G	Sec	910 152 30002	#4 str Duplex, Street Light	"Delgado"	2,000					14 weeks	awg	\$ 2.00	\$ 4,000.00
						-							\$ -	\$ -
5	O/H	Pri	910 151 00004	#4 str ACSR	"Swanate"	36,000					16 weeks	awg	\$ 0.65	\$ 23,400.00
6	O/H	Pri	910 151 00010	1/0 str ACSR	"Raven"	12,000					16 weeks	awg	\$ 0.70	\$ 8,400.00
7	O/H	Pri	910 151 03779	#795 Aluminum	"Arbutus"	40,000					16 weeks	awg	\$ 3.50	\$ 140,000.00
						-							\$ -	\$ -
8	O/H	Sec	910 151 30002	#2 str Triplex	"Cockle"	7,200					16 weeks	awg	\$ 1.50	\$ 10,800.00
9	O/H	Sec	910 151 30010	1/0 str Triplex	"Janthina"	2,400					1 week	awg	\$ 1.80	\$ 4,320.00
						-							\$ -	\$ -
10			910 150 50006	Copper #6 SOL Bare		6,300					6 weeks	awg	\$ 1.20	\$ 7,560.00
11			910 150 50002	Copper #2 STR Bare		2,500					6 weeks	awg	\$ 2.60	\$ 6,500.00
12			910 150 51112	Conductor #12 SOL, Black		4,000					no bid		\$ -	\$ -
13			910 150 51712	Conductor #12 SOL, White		6,000					no bid		\$ -	\$ -
14			910 150 52412	Conductor #12 STR, Green		4,000					no bid		\$ -	\$ -
15			910 150 52712	Conductor #12 STR, White		4,000					no bid		\$ -	\$ -
Note:										\$ 410,200				\$ 204,980.00

Note:

- 1 All orders are approximate, actual order amount is based on the standard reel quantity within 5% of the requested reel amount.
- 2 Bids on Items 1-3, primary u/g wire, from Nexgen and GenPac did not meet IFP's technical specifications
- 3 Items 4,5,6,9 not awarded to GenPac due to lead times

Idaho Falls Power

Bid Tabulation

Project: IFP 2022 Conductor Purchase

Number:

Subbr Nikki Bradford, Administrative Assistant

Date: Gen Pac

Bell Electrical

			Item #	Desc	2nd Desc	Delivery time	MFG	Unit price	Extended price	Delivery time	MFG	Unit price	Extended price
1	U/G	Pri	910 152 60010	1/0 str	Primary	72-76 weeks	cme	\$ 4.62	\$ 184,756.00			\$ -	\$ -
2	U/G	Pri	910 152 63010	1/0 str	Primary Triplex	72-76 weeks	cme	\$ 15.64	\$ 197,085.42			\$ -	\$ -
3	U/G	Pri	910 152 63040	4/0 str	Primary Triplex	72-76 weeks	cme	\$ 23.50	\$ 234,978.00			\$ -	\$ -
4	U/G	Sec	910 152 30002	#4 str Duplex, Street Light	"Delgado"	56-60 weeks	cme	\$ 0.68	\$ 1,364.60	30-35 weeks	bell	\$ 1.20	\$ 2,408.00
								\$ -	\$ -			\$ -	\$ -
5	O/H	Pri	910 151 00004	#4 str ACSR	"Swanate"	56-60 weeks	cme	\$ 0.24	\$ 8,700.68	30-35 weeks	bell	\$ 0.32	\$ 11,484.00
6	O/H	Pri	910 151 00010	1/0 str ACSR	"Raven"	56-60 weeks	cme	\$ 0.52	\$ 6,336.36	1 week	bell	\$ 0.70	\$ 8,424.00
7	O/H	Pri	910 151 03779	#795 Aluminum	"Arbutus"	56-60 weeks	cme	\$ 2.95	\$ 116,881.41	30-35 weeks		\$ 4.34	\$ 173,440.00
								\$ -	\$ -			\$ -	\$ -
8	O/H	Sec	910 151 30002	#2 str Triplex	"Cockle"	In Stock	cme	\$ 1.08	\$ 7,742.16	30-35 weeks		\$ 1.87	\$ 13,485.60
9	O/H	Sec	910 151 30010	1/0 str Triplex	"Janthina"	56-60 weeks	cme	\$ 1.68	\$ 4,043.52	30-35 weeks		\$ 1.90	\$ 4,574.40
								\$ -	\$ -			\$ -	\$ -
10			910 150 50006	Copper #6 SOL Bare		gpsstps	nehrlng	\$ 0.47	\$ 2,945.25	stock		\$ 0.63	\$ 3,981.60
11			910 150 50002	Copper #2 STR Bare		gpsstps	service wir	\$ 1.66	\$ 4,139.50	stock		\$ 1.59	\$ 3,982.50
12			910 150 51112	Conductor #12 SOL, Black		2-4 weeks	hwc	\$ 0.35	\$ 1,382.80	stock		\$ 0.23	\$ 928.00
13			910 150 51712	Conductor #12 SOL, White		2-4 weeks	hwc	\$ 0.35	\$ 2,074.20	stock		\$ 0.23	\$ 1,392.00
14			910 150 52412	Conductor #12 STR, Green		2-4 weeks	hwc	\$ 0.35	\$ 1,382.80	stock		\$ 0.24	\$ 972.00
15			910 150 52712	Conductor #12 STR, White		2-4 weeks	hwc	\$ 0.35	\$ 1,382.80	stock		\$ 0.24	\$ 972.00
Note:									\$ 775,195.50				\$ 226,044.10

- 1 All orders are approximate, actual order amount is based on the standard reel quantity within 5% of the requested reel amount.
- 2 Bids on Items 1-3, primary u/g wire, from Nexgen and GenPac did not meet IFP's technical specifications
- 3 Items 4,5,6,9 not awarded to GenPac due to lead times

Idaho Falls Power

Bid Tabulation

Project: IFP 2022 Conductor Purchase

Number:

Subbr Nikki Bradford, Administrative Assistant

Date: Irby

			Item #	Desc	2nd Desc	Delivery time	MFG	Unit price	Extended price
1	U/G	Pri	910 152 60010	1/0 str	Primary	September 2023	okonite	\$ 4.10	\$ 164,000.00
2	U/G	Pri	910 152 63010	1/0 str	Primary Triplex	September 2023	okonite	\$ 4.10	\$ 51,660.00
3	U/G	Pri	910 152 63040	4/0 str	Primary Triplex	September 2023	okonite	\$ 4.32	\$ 129,450.00
4	U/G	Sec	910 152 30002	#4 str Duplex, Street Light	"Delgado"	1-2 weeks	priority	\$ 0.91	\$ 1,812.00
								\$ -	\$ -
5	O/H	Pri	910 151 00004	#4 str ACSR	"Swanate"	2 weeks	priority	\$ 0.30	\$ 10,566.90
6	O/H	Pri	910 151 00010	1/0 str ACSR	"Raven"	18-20 weeks	priority	\$ 0.60	\$ 7,314.00
7	O/H	Pri	910 151 03779	#795 Aluminum	"Arbutus"	2-3 weeks	priority	\$ 3.45	\$ 138,000.00
								\$ -	\$ -
8	O/H	Sec	910 151 30002	#2 str Triplex	"Cockle"	2-3 weeks	champion	\$ 1.60	\$ 11,484.00
9	O/H	Sec	910 151 30010	1/0 str Triplex	"Janthina"	2-3 weeks	champion	\$ 2.13	\$ 5,112.00
								\$ -	\$ -
10			910 150 50006	Copper #6 SOL Bare		2-3 weeks	alan	\$ 0.42	\$ 2,639.70
11			910 150 50002	Copper #2 STR Bare		2-3 weeks	alan	\$ 1.08	\$ 2,700.00
12			910 150 51112	Conductor #12 SOL, Black		2-3 weeks	alan	\$ 0.16	\$ 652.00
13			910 150 51712	Conductor #12 SOL, White		2-3 weeks	alan	\$ 0.16	\$ 978.00
14			910 150 52412	Conductor #12 STR, Green		2-3 weeks	alan	\$ 0.18	\$ 700.00
15			910 150 52712	Conductor #12 STR, White		2-3 weeks	alan	\$ 0.18	\$ 700.00
Note:									\$ 527,768.60

- 1 All orders are approximate, actual order amount is based on the standard reel quantity within 5% of the requested reel amount.
- 2 Bids on Items 1-3, primary u/g wire, from Nexgen and GenPac did not meet IFP's technical specifications
- 3 Items 4,5,6,9 not awarded to GenPac due to lead times

Memorandum

File #: 21-665

City Council Meeting

FROM: Josh Roos, Treasurer
DATE: Friday, September 30, 2022
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for August 2022

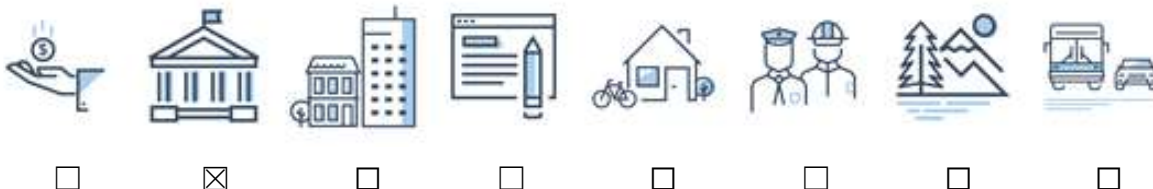
Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Accept and approve the Treasurer's report for the month-ending August 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 August 2022, total cash and investments total \$163.8M. Total receipts received and reconciled to the general ledger were reported at \$21.1M, which includes revenues of \$20.1M and interdepartmental transfers of \$1M. Total distributions reconciled to the general ledger were reported at \$21.2M, which includes salary and benefits of \$6.1M, operating costs of \$14.1M and interdepartmental transfers of \$1M. As reported in the attached investment report, the total investments reconciled to the general ledger were reported at \$154.5M.

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 August

#	FUND	Beginning Cash & Investments	Interest Earned	Total Receipts	Total Disbursements	Ending Cash & Investments
1	GENERAL	35,309,304	66,243	3,241,508	6,939,582	31,611,229
10	STREET	9,130,497	17,079	228,824	503,706	8,855,614
11	RECREATION	231,004	432	125,454	201,924	154,534
12	LIBRARY	4,289,950	8,025	310,094	338,211	4,261,833
13	AIRPORT PFC FUND	1,580,652	2,957	115,028	8,880	1,686,800
14	MUNICIPAL EQUIP. REPLCMT.	-	-	-	-	-
15	EL. LT. WEATHERIZATION FD	3,700,992	6,923	95,861	42,988	3,753,865
16	BUSINESS IMPRV. DISTRICT	112,376	210	210	631.30	111,955
18	GOLF	(48,220)	(90)	530,026	324,270	157,536
19	SELF-INSURANCE FD.	3,111,313	6,007	196,114	54,711	3,252,717
20	HEALTH & ACCIDENT INSUR.	4,542,913	8,498	8,498	25,520.87	4,525,890
23	EMERGENCY MEDICAL SERVICES	669,783	1,253	799,960	628,458	841,286
24	WILDLAND	464,244	868	134,354	12,123	586,474
32	POLICE IMPACT FEES	2,402	4	7,701	13	10,090
33	FIRE IMPACT FEES	1,868	3	6,236	10	8,093
34	PARKS IMPACT FEES	6,514	12	22,275	37	28,752
35	STREETS IMPACT FEES	13,368	25	48,264	75	61,558
41	MUNICIPAL CAPITAL IMP.	2,577,278	4,821	8,360	152,466	2,433,172
42	STREET CAPITAL IMPROVEMENT	790,713	1,479	1,479	32,337	759,855
43	BRIDGE & ARTERIAL STREET	918,045	1,717	15,973	5,157	928,861
45	SURFACE DRAINAGE	201,837	378	804	17,835	184,807
46	TRAFFIC LIGHT CAPITAL IMPRV.	1,255,796	2,349	37,815	7,242	1,286,369
47	PARKS CAPITAL IMPROVEMENT	(50,913)	(95)	19,241	196	(31,868)
49	ZOO CAPITAL IMPROVEMENT	368,214	689	29,703	12,756	385,160
50	CIVIC AUDITORIUM CAPITAL IMP.	201,297	377	377	1,131	200,543
51	GOLF CAPITAL IMP.	97,774	183	40,195	-	137,969
52	POLICE CAPITAL IMPROVEMENT	(1,890)	-	840,203	2,114,429	(1,276,115)
60	AIRPORT	1,059,279	1,981	3,045,769	517,855	3,587,194
61	WATER	19,272,233	36,050	1,790,666	1,324,868	19,738,031
62	SANITATION	5,612,350	10,498	636,019	401,365	5,847,005
64	IDAHO FALLS POWER	37,573,742	68,383	7,052,394	6,160,273	38,465,863
67	FIBER	313,704	587	319,749	378,266	255,187
68	WASTEWATER	30,595,960	57,232	1,375,184	1,024,581	30,946,563
TOTAL		163,904,379	305,079	21,084,337	21,231,899	163,756,817

FY 2020-2021
August

Ending Cash & Investments
19,762,264
6,607,886
1,067,510
4,576,388
451,583
6,215,446
3,564,923
106,798
20,779
3,464,916
4,658,630
(947,366)
390,209
-
-
-
-
2,616,950
1,203,309
933,591
257,921
1,113,822
(77,863)
421,014
205,900
392,619
(906,128)
1,495,169
16,048,781
6,013,776
39,031,470
(58,645)
28,273,029
146,904,680



City-Wide Anticipated Revenue to Actual by Fund

FY 2021-2022 August

#	Fund	Adjusted Budget	August 2022 Receipts	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
1	GENERAL FUND	53,588,052	1,707,202	52,348,709	(1,239,343)	98%
10	STREET FUND	7,940,709	108,091	10,404,631	2,463,922	131%
11	RECREATION FUND	3,434,554	124,020	2,000,085	(1,434,469)	58%
12	LIBRARY FUND	3,641,394	285,988	3,536,909	(104,485)	97%
13	AIRPORT PFC FUND	-	106,148	1,143,972	1,143,972	0%
14	MERF Fund	2,419,100	-	-	(2,419,100)	0%
15	EL PUBLIC PURPOSE FUND	1,208,000	61,289	441,495	(766,505)	37%
16	BUS IMP DISTRICT	90,000	(421)	90,894	894	101%
18	GOLF FUND	3,010,540	506,129	3,219,043	208,503	107%
19	RISK MANAGEMENT FUND	1,955,503	127,637	1,461,878	(493,625)	75%
20	HEALTH INSURANCE FUND	50,000	(17,023)	(83,040)	(133,040)	-166%
23	EMERGENCY MEDICAL SERVICE	7,097,114	770,216	7,797,793	700,679	110%
24	WILDLAND FIRE	1,200,000	131,746	1,299,963	99,963	108%
32	POLICE IMPACT FEES	-	7,688	10,090	10,090	0%
33	FIRE IMPACT FEES	-	6,225	8,093	8,093	0%
34	PARKS & REC IMPACT FEES	-	22,238	28,752	28,752	0%
35	STREETS IMPACT FEES	-	48,189	61,558	61,558	0%
41	MUNICIPAL CAP IMP	810,618	(6,118)	722,520	(88,098)	89%
42	STREET CAP IMP	307,000	(2,963)	63,813	(243,187)	21%
43	BRIDGE & ARTERIAL FUND	160,000	14,292	161,963	1,963	101%
45	SURFACE DRAINANGE FUND	41,500	2,135	20,980	(20,520)	51%
46	TRAFFIC LIGHT CAP IMP	436,596	30,760	338,255	(98,341)	77%
47	PARKS CAP IMP	65,000	19,145	1,282,539	1,217,539	1973%
48	FIRE CAP IMP	401,524	1,977	424,448	22,924	106%
49	ZOO CAP IMP	2,000,000	27,634	148,313	(1,851,687)	7%
50	CIVIC AUDITORIUM CAP IMP	200,000	(754)	(4,045)	(204,045)	-2%
51	GOLF CAP IMP	291,600	40,195	289,263	(2,337)	99%
52	POLICE CAP IMP	30,000,000	840,203	5,725,440	(24,274,560)	19%
60	AIRPORT FUND	14,947,300	2,947,722	8,330,760	(6,616,540)	56%
61	WATER FUND	11,762,500	1,161,767	12,833,489	1,070,989	109%
62	SANITATION FUND	5,214,000	542,461	5,702,932	488,932	109%
64	ELECTRIC LIGHT FUND	68,045,982	6,270,548	62,541,453	(5,504,529)	92%
67	FIBER	1,251,455	218,404	2,191,747	940,292	175%
68	WASTEWATER	12,874,000	1,071,604	12,281,777	(592,223)	95%
TOTAL		234,444,041	17,174,378	196,826,470	(37,617,571)	84%

FY 2020-2021 August

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
49,287,797	47,000,639	(2,287,158)	95%
6,918,181	9,402,260	2,484,079	136%
3,058,480	2,103,227	(955,253)	69%
3,625,707	4,042,979	417,272	112%
-	451,583	451,583	0%
2,200,000	2,578,540	378,540	117%
1,208,000	657,882	(550,118)	54%
90,000	92,775	2,775	103%
2,733,173	2,905,705	172,532	106%
1,990,496	1,314,089	(676,407)	66%
2,000,000	39,265	(1,960,735)	2%
6,928,974	7,054,659	125,685	102%
1,180,000	1,881,794	701,794	159%
-	-	-	0%
-	-	-	0%
-	-	-	0%
-	-	-	0%
810,618	974,446	163,828	120%
615,000	874,981	259,981	142%
160,000	175,481	15,481	110%
41,500	41,780	280	101%
467,600	329,680	(137,920)	71%
1,552,000	230,973	(1,321,027)	15%
401,524	484,348	82,824	121%
1,167,000	264,632	(902,368)	23%
-	1,734	1,734	0%
3,291,181	274,481	(3,016,700)	8%
-	1,180	1,180	0%
15,426,601	17,533,943	2,107,342	114%
11,246,500	11,879,982	633,482	106%
4,704,000	5,502,976	798,976	117%
81,433,525	56,297,800	(25,135,725)	69%
922,064	3,956,175	3,034,111	429%
12,535,000	12,498,429	(36,571)	100%
215,994,921	190,848,419	(25,146,502)	88%



General Fund Revenue to Actual

FY 2021-2022 August

Description	Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
TAXES AND FRANCHISES	32,239,503	31,261,133	(978,370)	97%
LICENSES & PERMITS REVENUE	1,388,500	1,632,602	244,102	118%
FEDERAL GRANTS	355,555	16,433	(339,122)	5%
STATE GRANTS	2,154,325	1,512,501	(641,824)	70%
STATE SHARED REVENUES	7,257,712	8,658,774	1,401,062	119%
LOCAL SHARED REVENUES	2,305,546	2,262,462	(43,084)	98%
PAYMENT IN-LIEU-TAX	4,635,075	4,238,737	(396,338)	91%
GENERAL GOVERNMENT	535,500	723,436	187,936	135%
ZOO	722,253	673,527	(48,726)	93%
PARKS	370,000	431,099	61,099	117%
CEMETERY	175,000	169,568	(5,432)	97%
ANIMAL CONTROL & SHELTER	116,000	81,848	(34,152)	71%
COMMUNITY FACILITIES	128,000	116,696	(11,304)	91%
FINES & FORFEITURES	258,000	190,798	(67,202)	74%
LIABILTY INSURANCE	120,000	(1,155)	(121,155)	-1%
INTEREST INCOME	-	306,642	306,642	-
MARKET ADJUSTMENT	-	(854,104)	(854,104)	-
RENTALS & LEASES	111,000	89,498	(21,502)	81%
REFUNDS	212,000	36,200	(175,800)	17%
CONTRIBUTIONS--PRIVATE SOURCES	360,550	161,104	(199,446)	45%
OTHER MISCELLANEOUS REV.	588,533	533,216	(55,317)	91%
MERF DEPRECIATION	-	1,227,692	1,227,692	-
OTHER FINANCING SOURCES	(455,000)	(1,120,000)	(665,000)	246%
GENERAL FUND TOTAL	53,578,052	52,348,709	(1,229,343)	98%

FY 2020-2021 August

Adjusted Budget	YTD Total Receipts	Difference- Unrealized Revenue	% of Actual to Budget
30,634,885	29,163,919	(1,470,966)	95%
1,405,550	1,478,234	72,684	105%
234,000	6,126	(227,874)	3%
1,625,500	1,103,607	(521,893)	68%
6,786,040	7,584,973	798,933	112%
2,257,791	2,191,800	(65,991)	97%
4,456,357	4,080,411	(375,946)	92%
513,200	650,294	137,094	127%
589,000	722,479	133,479	123%
413,000	352,951	(60,049)	85%
175,000	209,120	34,120	119%
101,500	82,214	(19,286)	81%
128,450	55,574	(72,876)	43%
286,450	238,420	(48,031)	83%
150,000	3,836	(146,164)	3%
-	197,290	197,290	-
-	(22,465)	(22,465)	-
114,000	103,599	(10,401)	91%
202,000	263,219	61,219	130%
137,000	102,880	(34,120)	75%
641,500	14,782	(626,718)	2%
-	-	-	-
(1,563,426)	(1,582,623)	(19,197)	101%
49,287,797	47,000,639	(2,287,158)	95%



City-Wide Expenditures-Budget to Actual by Fund

FY 2021-2022 August

#	Fund	Adjusted Budget	August 2022 Expenses	YTD Total Expenses	% of Actual to Budget	Encumbrances	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	GENERAL FUND	56,366,784	5,493,780	44,806,966	79%	3,494,187	48,301,153	8,065,631
10	STREET FUND	9,603,761	368,342	5,529,120	58%	2,211,202	7,740,322	1,863,439
11	RECREATION FUND	3,495,319	196,783	2,877,972	82%	74,652	2,952,624	542,695
12	LIBRARY FUND	4,464,135	314,105	2,922,255	65%	163,226	3,085,481	1,378,654
13	AIRPORT PFC FUND	-	-	-	0%	-	-	-
14	MERF Fund	-	-	-	0%	508,654	508,654	(508,654)
15	EL PUBLIC PURPOSE FUND	1,208,000	22,197	243,017	20%	-	243,017	964,983
16	BUS IMP DISTRICT	85,500	-	85,500	100%	-	85,500	-
18	GOLF FUND	3,116,067	347,092	2,843,033	91%	93,858	2,936,891	179,176
19	RISK MANAGEMENT FUND	3,914,496	(23,902)	1,667,987	43%	12,164	1,680,151	2,234,345
20	HEALTH INSURANCE FUND	60,000	-	20,000	33%	-	20,000	40,000
23	EMERGENCY MEDICAL SERVICE	6,936,750	620,879	5,900,324	85%	90,961	5,991,285	945,465
24	WILDLAND FIRE	1,039,132	6,784	763,507	73%	18,864	782,371	256,761
41	MUNICIPAL CAP IMP	1,080,831	137,988	538,159	50%	148,653	686,812	394,019
42	STREET CAP IMP	4,750,000	27,895	113,961	2%	141,387	255,348	4,494,652
43	BRIDGE & ARTERIAL FUND	350,000	0	32,543	9%	23,057	55,600	294,400
45	SURFACE DRAINAGE FUND	50,000	16,701	17,509	35%	31,299	48,808	1,192
46	TRAFFIC LIGHT CAP IMP	545,000	0	293,442	54%	204,789	498,230	46,770
47	PARKS CAP IMP	292,919	101	426,338	146%	971,780	1,398,118	(1,105,199)
48	FIRE CAP IMP	-	-	-	0%	-	-	-
49	ZOO CAP IMP	1,872,523	10,688	167,551	9%	108,813	276,364	1,596,159
50	CIVIC AUDITORIUM CAP IMP	200,000	-	-	0%	-	-	200,000
51	GOLF CAP IMP	275,000	-	734,024	267%	284,742	1,018,765	(743,765)
52	POLICE CAP IMP	30,000,000	2,114,429	5,848,420	19%	19,417,749	25,266,169	4,733,831
90	CONTINGENCY	14,034,791	-	-	0%	-	-	14,034,791
60	AIRPORT FUND	14,982,017	504,993	5,828,719	39%	1,485,396	7,314,116	7,667,901
61	WATER FUND	19,547,021	737,535	7,209,282	37%	3,184,958	10,394,240	9,152,781
62	SANITATION FUND	6,333,350	365,376	5,281,771	83%	528,766	5,810,537	522,813
64	ELECTRIC LIGHT FUND	82,487,907	4,760,004	61,348,094	74%	3,803,319	65,151,413	17,336,494
67	FIBER	6,293,260	439,134	4,676,136	74%	1,771,095	6,447,232	(153,972)
68	WASTEWATER	21,507,174	835,506	8,266,244	38%	3,036,577	11,302,821	10,204,353
	TOTAL	294,891,737	17,296,411	168,441,874	57%	41,810,150	210,252,024	84,639,713

Based on Months


91.67%

Based on Payroll

88.46%

FY 2020-2021 August

Adjusted Budget	YTD Total Expenses	% of Actual to Budget
52,789,041	41,839,906	79%
8,048,438	4,963,378	62%
3,421,102	755,837	22%
6,602,948	2,552,919	39%
-	-	0%
3,966,535	1,779,273	45%
1,000,000	365,590	37%
85,000	85,500	101%
2,868,555	2,697,181	94%
3,811,292	1,097,731	29%
60,000	33,000	55%
7,438,548	6,085,297	82%
966,932	606,801	63%
1,000,000	324,521	32%
1,700,000	912,704	54%
350,000	150,345	43%
150,000	-	0%
715,204	232,470	33%
1,675,000	232,847	14%
-	-	0%
1,065,000	75,771	7%
200,000	-	0%
3,240,000	166,610	5%
-	907,308	0%
32,470,446	-	0%
19,589,951	19,339,118	99%
13,015,195	7,200,501	55%
6,353,208	4,570,686	72%
88,900,255	61,356,973	69%
6,621,946	4,397,350	66%
14,218,637	8,665,842	61%
282,323,233	171,395,461	61%

<div>  <div>General Fund Expenditures- Budget to Actual by Department</div> </div>								
FY 2021-2022 August								
#	Department	Adjusted Budget	August 2022 Expenses	YTD Total Expenses	% of Actual to Adj. Budget	Encumbrance	YTD Total Expenses w/ Encumbrances	Difference-Remaining Expense
1	MAYOR & COUNCIL	863,012	(26,585)	396,511	46%	55,018	451,528	411,484
1	LEGAL	423,563	27,316	407,466	96%	2,802	410,268	13,295
1	MUNICIPAL SERVICES	5,049,336	608,844	4,620,990	92%	785,422	5,406,411	(357,075)
1	COMMUNITY DEVELOPMENT	3,779,653	279,807	2,583,244	68%	728,934	3,312,177	467,476
1	HUMAN RESOURCES	390,102	28,133	295,783	76%	50,720	346,504	43,598
1	POLICE	20,141,629	1,448,960	15,531,754	77%	359,025	15,890,779	4,250,850
1	FIRE	13,406,241	1,127,785	11,743,763	88%	368,363	12,112,126	1,294,115
1	PARKS	10,206,824	1,363,968	7,795,258	76%	814,528	8,609,786	1,597,038
1	GENERAL FUND PUBLIC WORKS	2,106,424	635,553	1,432,198	68%	329,377	1,761,575	344,849
	TOTAL	56,366,784	5,493,780	44,806,966	79%	3,494,187	48,301,153	8,065,631

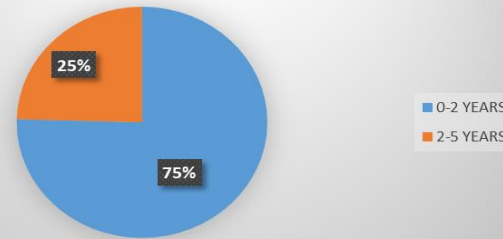
Based on Months 91.67%
Based on Payroll 88.46%

FY 2020-2021 August		
Adjusted Budget	YTD Total Expenses	% of Actual to Adj. Budget
641,483	313,182	49%
558,984	414,031	74%
4,806,563	3,245,380	68%
3,644,794	2,605,356	71%
365,837	229,044	63%
18,259,319	15,086,214	83%
13,234,347	11,879,649	90%
8,975,614	7,027,562	78%
2,302,100	1,039,487	45%
52,789,041	41,839,906	79%

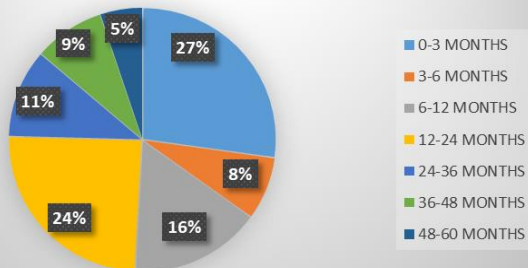
August 2022 Investments Maturity

MONTH	AMOUNT	%
0-3 MONTHS	\$42,053,048.10	27.22%
3-6 MONTHS	\$11,892,886.03	7.70%
6-12 MONTHS	\$24,627,996.63	15.94%
12-24 MONTHS	\$37,981,081.11	24.58%
24-36 MONTHS	\$16,735,607.08	10.83%
36-48 MONTHS	\$13,325,983.02	8.62%
48-60 MONTHS	\$7,904,338.63	5.12%
Total	\$154,520,940.60	100.00%

Years to Maturity



Months to Maturity



Cash Flow



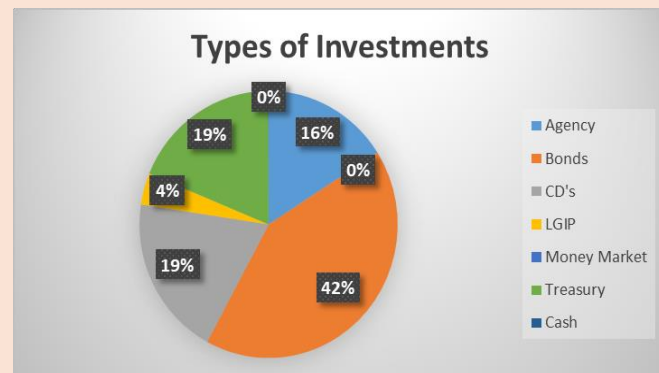
- COIF Investment Policy states that no more than 25 percent of the portfolio may be invested beyond 24 months.

- Currently the City is at 25 percent of the portfolio is invested beyond 24 months.

August 2022 Types of Investments

TYPE	AMOUNT	%
Agency	\$24,651,753.58	16%
Bonds	\$64,792,654.83	42%
CD's	\$30,140,958.14	20%
LGIP	\$5,915,153.89	4%
Money Market	\$0.00	0%
Treasury	\$28,937,874.50	19%
Cash	\$82,545.66	0.05%
Total	\$154,520,940.60	100.00%

BROKER	AMOUNT	%
LPL	\$257,092	0.17%
LGIP	\$5,915,154	3.83%
Wells Fargo	\$135,604,377.72	87.76%
DA Davidson	\$524,861.83	0.34%
WAFED	\$261,381.26	0.17%
Key Bank	\$5,390,088.94	3.49%
Idaho Central CU	\$4,497,212	2.91%
Bank of Commerce	\$2,070,772	1.34%
Total	\$154,520,940.60	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: \$134.0M
 - 2022: \$154.5M
 - Total Cash & Investment
 - 2021: \$146.9M
 - 2022: \$163.8M

Memorandum

File #: 21-668

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Friday, September 30, 2022
DEPARTMENT: Municipal Services

Subject

Bid IF-23-B, Purchase Replacement Lawn Mower for Public Works

Council Action Desired

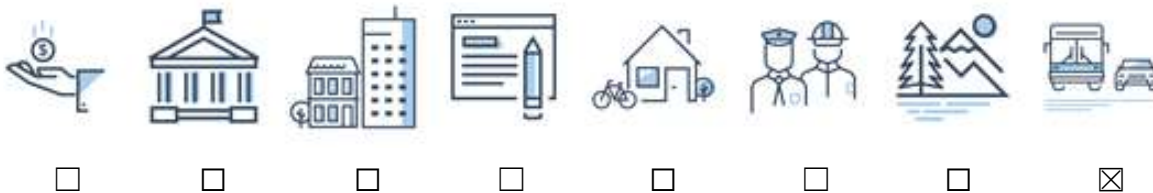
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the purchase of one Groundsmaster® 4000-D (T4) lawn mower for Public Works from the Sourcewell cooperative purchasing contract #031121-TTC from Turf Equipment and Irrigation, Inc. for a total of \$87,975.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase will replace unit #9113, a 2007 Jacobsen mower that has reached its useful life and scheduled for replacement.

Alignment with City & Department Planning Objectives



The purchase of the lawn mower supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Public Works Department concurs with the award recommendation.

Fiscal Impact

Funds to purchase the replacement are within the 2022/23 Public Works, Water Division budget.

Legal Review

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



**TURF EQUIPMENT
& IRRIGATION** INC

Turf Equipment & Irrigation, Inc.
1630 S. Gladiola St. SLC, UT 84104
P.O. Box 26903 SLC, UT 84126-0903
(801) 566-3256

Prepared by:
Austin Petterborg
Commercial Sales
+1 2083514346
austin.petterborg@turfequip.com

Proposal Date: 2022-09-08
Expiration Date: 2022-10-07
Quote ID: Q114812



Count on it.

Paul Winkhauff
City of Idaho Falls

Sourcwell Pricing
Member ID# 24221

All pricing is subject to change without notice.

Availability and time of delivery may vary; please allow 15-18 months for most items.

<u>Qty</u>	<u>Model #</u>	<u>Name</u>	<u>MSRP</u>	<u>Sourcwell</u>	<u>Award</u>
1	30609	Groundsmaster 4000-D (T4)	\$106,101.00	\$87,975.00	\$87,975.00

Equipment Total: \$87,975.00

Does not include Sales Tax, Use Tax, or Personal Property Tax

Memorandum

File #: 21-676

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Wednesday, October 5, 2022
DEPARTMENT: Municipal Services

Subject

Annual Renewal of CentralSquare Software Maintenance and Support

Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Approve the annual renewal of CentralSquare software maintenance and support for \$108,341.82 (or take other action deemed appropriate).

Description, Background Information & Purpose

This request is for the renewal of annual maintenance and support of the city's financial software modules including, accounts receivable, asset management, payroll, work order management and time and attendance modules.

Alignment with City & Department Planning Objectives



The approval of the renewal of annual maintenance and support supports the good governance community-oriented result to continue to maintain operations of the city's financial software modules.

Interdepartmental Coordination

The purchase of the CentralSquare software financial modules were approved by City Council on Thursday, July 25, 2019.

Fiscal Impact

Funds to purchase annual maintenance and support are within the 2022/23 Municipal Services Information Technology Division operating budget.

Legal Review

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

Renewal Order #: Q-109282
Start Date: January 1, 2023
End Date: December 31, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Joseph Nilsson, Chief Information Technology Officer
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83405
(208) 612-8118

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	AnalyticsNOW	1	1,256.02 USD
2.	Distribution Services	1	0.00 USD
3.	Modifications Annual Maintenance Fee	1	1,100.00 USD
4.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	7,084.67 USD
5.	NaviLine Asset Management II Annual Maintenance Fee	1	0.00 USD
6.	NaviLine Cash Receipts-Annual Maintenance Fee	1	4,972.01 USD
7.	NaviLine Continuing Property Records Annual Maintenance Fee	1	27,564.73 USD
8.	NaviLine Document Management Services Annual Maintenance Fee	1	1,655.54 USD
9.	NaviLine Global Financials Annual Maintenance Fee	1	0.00 USD
10.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	27,524.18 USD
11.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	5,154.17 USD
12.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	11,450.06 USD
13.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	16,204.62 USD
14.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	4,375.82 USD
15.	Superior NaviLine User Interface	1	0.00 USD
16.	NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	0.00 USD

17. Technical Services - TS

1

0.00 USD

Renewal Order Total:

108,341.82 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Memorandum

File #: 21-679

City Council Meeting

FROM: Jasmine Marroquin, Deputy City Clerk
DATE: Thursday, October 6, 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

September 19, 2022 City Council Work Session and September 22, 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

September 19, 2022 Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, September 19, 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 (departed at 5:00 p.m.)

Council President Michelle Ziel-Dingman

Councilor John Radford (departed at 5:00 p.m.)

Councilor Thomas Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Also present:

Chris Fredericksen, Public Works Director

Brad Cramer, Community Development Services Director

Bryce Johnson, Police Chief

Randy Fife, City Attorney

Michael Kirkham, Assistant City Attorney

Kathy Hampton, City Clerk

Jasmine Marroquin, Deputy City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following items:

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Radford, that council receive the recommendations from the September 6, 2022, meeting of the Planning and Zoning (P&Z) Commission pursuant to the Local Land Use Planning Act (LLUPA). The motion carried with the following vote: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay – none.

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

Mayor Casper announced she will be on city travel for the remainder of the week. She briefly reviewed her itinerary for this travel.

September 21, Idaho Falls Fiber (IFF) Open House; and BMPO (Bonneville Metropolitan Planning Organization) Meeting

September 22, City Council Meeting

September 23, Annual Idaho Falls Regional Airport (IDA) BBQ

September 27, IDA Board Meeting

September 29, Idaho Falls Fire Department (IFFD) Fire Prevention Block Party

September 30, IFAD (Idaho Falls Auditorium District) Tour

Mayor Casper distributed calendar items for October; she introduced Jasmine Marroquin, Deputy City Clerk; she announced the retirement of Ms. Hampton; she requested any councilmember revisions to the Council Meeting agendas; and she indicated a future city/county meeting will be scheduled.

Liaison Reports and Councilmember Concerns:

September 19, 2022 Council Work Session - Unapproved

Council President Dingman had no items to report.

Councilor Hally stated he believes the goal of the 25th Street construction will be completed before the snow falls. He recognized the presence of Brian Powell and Craig Cutler from the EIRSD (Eastern Idaho Regional Sewer District) Board.

Councilor Radford stated a new road has opened in Tautphaus Park. He also stated he will share Policymakers Council items at the upcoming Idaho Falls Power (IFP) Board Meeting. He noted the recent power rate change will include an energy rate option.

Councilor Francis had no items to report.

Councilor Freeman stated Councilor Burtenshaw has been named as a co-chair/community member of the Civic Center for the Performing Arts committee/foundation.

Councilor Burtenshaw stated Saturn to Broadway should be paved in early October and Channing Way to Crestwood will be paved and/or overlaid on September 21.

Public Works/Follow-up Discussion: Councils' Consideration of EIRSD's Service Request:

Director Fredericksen reminded the council that this item was discussed at the September 6, 2022, City Council Work Session, however, two councilmembers were absent at that time. He indicated he distributed the background of the sewer service request from Mr. Powell with the council. He stated the EIRSD is looking to pursue 2M gallons of permanent capacity at the Wastewater Treatment Plant (WWTP). He also stated the EIRSD would initially pursue 200,000 gallons of flow from the properties north of York Road into a new trunk line that would need to be built, in addition to new homes, noting that an average of 120-200 permits are issued annually, which would equate to approximately 16,000-20,000 gallons of flow increase. It is anticipated this flow would take some time prior to getting to the maximum of 2M gallons per day. Mayor Casper indicated the EIRSD has requested an immediate answer pending a board meeting. Councilor Hally stated, per estimates from Director Fredericksen, between now and 2040 there will be significant upgrades to the WWTP. He believes the estimated cost, without inflation, is approximately \$40M, noting previous rates have not covered cost, upgrades, or spending. He indicated current rates are approximately \$30. He stated the difference in connection fees between the City of Ammon and Idaho Falls is \$4,415. Per Councilor Francis, Director Fredericksen stated Idaho Falls would own the trunk line. He explained the historical fees for sewer connections. He also explained the loan for the WWTP, noting the costs provided by Councilor Hally. Director Fredericksen stated the rate is to pay for services provided both currently and long-term and any additional/increased flow would need to be discussed at the next rate update. Per Councilor Radford, Director Fredericksen stated residents are buying into capacity although the city would need to be reimbursed; and he explained the difference in the strengths of flow, stating future development flow would need to be considered. Per Councilor Francis, Director Fredericksen does not believe the flow through the trunk line would be an issue, however, the flow would need to be lifted to reach the WWTP. Per Councilor Burtenshaw, Director Fredericksen explained the pre-treatment process. Per Councilor Radford, Director Fredericksen stated the development and capacity issues are typically long-range. He believes the trunk line would need to be more than two miles long, noting the water line would need to be extended and an arterial road network would also need to be built. He also believes there are pros and cons to all of this. Per Councilor Hally, Director Fredericksen stated total cost of a trunk line would be difficult to formulate. Per Councilor Radford, Director Cramer agrees the growth would have pros and cons. He stated this area is on the perimeter of current growth and he questioned whether the impact fees would keep up with the growth. Per Councilor Hally, Director Cramer believes this is a difficult issue. He also believes the focus has been setting a precedent for extending services outside city limits. Per Council President Dingman, Mr. Fife stated legal has tried to work through some concerns regarding annexations and agreements, noting these have been difficult. He emphasized revenue is not profit, he questioned the district's boundaries, and he questioned the enforcement of a contract upon capacity. He noted this would be contractual, not government based. Mayor Casper reiterated the service would be permanent, not temporary. Councilor Freeman expressed his concern for protecting the capacity. He stated he has no interest in subsidizing individuals who do not live in the city, and this may encourage growth that may not be infill. He doesn't believe this is a good

September 19, 2022 Council Work Session - Unapproved

idea. Director Fredericksen stated the costs of a trunk line would not be captured to the EIRSD. He also stated trunk line costs will increase over time. Councilor Burtenshaw stated she is willing to have a conversation if the city has a real benefit and would have real impacts. She recognizes the current growth along 65th S. Director Fredericksen could not guarantee this would be a benefit to the city. Councilor Hally believes this is a horrible decision. Per Mayor Casper, Director Fredericksen believes this could potentially be a recharge source. Per Councilor Francis, Director Cramer believes the trunk line would encourage growth along 65th South and west of Hitt Road, which would affect the Area of Impact (AOI), the type of annexation agreements, and the impact fees which he believes are important. Discussion followed regarding annexation, connecting to city services, and the AOI. It was then moved by Councilor Hally, seconded by Councilor Freeman, to not extend the asset to unknown areas of cost and ask the citizens of Idaho Falls to gamble with their money, and include a directive to staff to cease/not entertain the offer. Director Fredericksen stated the 2M would never come into the city, and the trunk line would be controlled by the city. Per Councilor Burtenshaw, Director Fredericksen believes the fee structure could be addressed. Additional comments followed regarding a contract, 'wasting' staff's time, and the timeframe of the EIRSD request. Roll call on the motion as follows: Aye – Councilors Freeman, Francis, Dingman, Hally. Nay – Councilors Radford, Burtenshaw. Motion carried.

Mayor's Office/Discussion: Spending Authority Resolution:

Mayor Casper stated the council adopted a resolution in 2020 regarding spending authority, noting supply chain, labor issues, and inflation issues have increased costs. She indicated, due to these rising costs, additional purchases are needing approvals. She explained the proposed resolution, as spearheaded by IFP Director Bear Prairie, noting not every department has the same need. She also noted she removed Directors from the proposed resolution. Councilor Hally stated he feels comfortable with this resolution. Councilor Radford believes Directors should be added back in to the resolution. He noted these are budgeted items that have been given budgetary authority. Comments followed regarding the Enterprise Funds Directors, the managerial role of the administration and the elected officials, the budget system, purchase orders/change orders, and authorizing an additional designee (such as the Controller). Mayor Casper indicated this topic has been discussed since 2015 to create efficiency. Councilor Francis believes the departments should have the flexibility, although, he also believes the council should be informed/made aware of this spending. Councilor Radford believes there should be more options for the directors to lighten the Mayor's Office. Councilor Burtenshaw believes the authority could be directed to the directors. She also agrees the council should be informed/made aware. Additional comments followed including the complexity of the city, boards versus councils, end of the year spending, and utilizing the Mayor's Chief of Staff as a designee. Mayor Casper stated she will present a revised resolution for council consideration.

City Attorney's Office/Discussion: Quality of Life Ordinances:

Aggressive Solicitation Ordinance:

Council President Dingman stated this ordinance was created due to feedback received. Mr. Fife explained the aggressive solicitation ordinance will protect citizens in certain spaces once an individual is not interested. He stated this is not about passive requests for donations, this is about being followed harassed, threatened, blocked, or intimidated. He also stated this does not apply to every area in the city, it applies mainly to an area where the public doesn't have a choice to leave, such as a bus stop, sidewalk café, entrance/exit to a school, or an ATM machine; it does not apply to individuals in a parade, rally, or demonstration; and this does not interfere with someone's ability to connect to another person. Mr. Fife explained this ordinance is principally based on a similar situation in Austin, Texas which addressed the homelessness issue. Council President Dingman stated she's had numerous complaints that she believes this ordinance will address. She shared some examples. She believes this is a real need. She also stated she has no concern with food/agricultural vendors. Councilor Francis believes B.2.f. would be awkward to enforce. Chief Johnson believes other laws have a similar component. Mr. Kirkham explained an officer would have to make a judgement call. Per Councilor Burtenshaw, Mr. Fife stated, per default of City Code, any violation would be a misdemeanor. Brief comments followed, including State law prohibiting individuals from walking into the roadways, and minor modifications to the proposed ordinance.

September 19, 2022 Council Work Session - Unapproved

Noise Ordinance:

Mr. Kirkham stated this proposed ordinance was previously discussed (at the March 7, 2022, City Council Work Session), noting discussion has occurred with a sound expert. He explained the description of a plainly audible sound that exceeds 65 decibels during daytime hours and 55 decibels during nighttime hours that are measured from the source of the sound (or property) being emitted. He also explained three construction noise features – hours restrictions depending on the time of year, emergency work by the city, and a permit that warrants special condition/consideration. He stated the city would need to comply with the sound notices and construction projects, noting loading noise activity was added in residential zones. He also noted the penalty was changed that the first and second violation would be an infraction, and the third violation would be a misdemeanor. Per Councilor Hally, Mr. Kirkham stated sections of the ordinance were adopted from other cities. Council President Dingman believes staff needs to review this ordinance. She also believes there have been disrespectful acts by some organizations, although, she believes there needs to be a balance of reasonability. General discussion followed regarding the times for summer and winter hours, construction noise permits for Public Works versus Community Development Services, the distance of construction activities, notification by Parks and Recreation for special events, fireworks violations, Public Works projects occurring at night, tolerating a vehicle radio versus a loud/uninstalled muffler, elements of vehicle noise regulated by State Code, vehicles at the skate park, decibels, and an adequate training period for the Idaho Falls Police Department.

There being no further business, the meeting adjourned at 6:06 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, September 22, 2022

7:30 PM

City Council Chambers

1. Call to Order.

Present: Council President Michelle Ziel-Dingman, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Absent: Mayor Rebecca L Noah Casper, and Councilor John Radford

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Council President Dingman led those present in the Pledge of Allegiance.

3. Public Comment.

No one appeared.

4. Consent Agenda.

A. Airport

- 1) Approval of Planning Phase for Air Traffic Control Tower Siting

B. Public Works

- 1) Bid Award - South Boulevard and 17th Street Culvert
- 2) Bid Award - Sewer Line Rehabilitation 2023

C. Municipal Services

- 1) Comprehensive Annual Financial Audit Services for Fiscal Year Ending September 30, 2022
- 2) Minutes from Council Meetings
- 3) License Applications, all carrying the required approvals

Action Item:

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

5. Regular Agenda.**A. Municipal Services****1) Bid IF-22-18, Purchase Polymer System for Public Works**

Municipal Services Director Pamela Alexander appeared. She stated the following three items relate to the Wastewater Treatment Plant (WWTP) project.

It was moved by Councilor Burtenshaw, seconded by Councilor Freeman, to accept and approve the bid received from the lowest responsive and responsible bidder, UGSI Chemical Feed for a total of \$570,250.00. The motion carried by the following vote: Aye - Councilors Hally, Francis, Dingman, Burtenshaw, Freeman. Nay- None.

2) Bid IF-22-19, Purchase Dewatering Equipment for Public Works

Councilor Francis explained this project has been discussed for some time. Council President Dingman noted the council meets as a utility board.

It was moved by Councilor Burtenshaw, seconded by Councilor Freeman, to accept and approve the lowest responsive, responsible bidder FKS Company in the amount of \$1,415,330.00. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Burtenshaw. Nay- None.

3) Bid IF-22-20, Purchase Digester Pump Mix System for Public Works

Council President Dingman believes the delivery time is expected in March.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to accept and approve the lowest responsive, responsible bidder TC Sales & Service in the amount of \$184,400.00. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Burtenshaw, Dingman. Nay- None.

B. Public Works**1) Authorizing Resolution with Idaho Department of Environmental Quality (IDEQ) for a Wastewater Facility Planning Grant.**

Public Works Director Chris Fredericksen appeared. He stated the Wastewater Facility Plan is the guiding document. Per Councilor Hally, Director Fredericksen stated the grant will pay approximately half of the cost. Councilor Hally stated there are millions of dollars spent on the Wastewater Facility Plan in the next ten years, noting there is good capacity for growth.

It was moved by Councilor Hally, seconded by Councilor Burtenshaw, to approve the Authorizing Resolution for IDEQ in Support of a Wastewater Facility Planning Grant and to provide authorization for Mayor and City Clerk to sign all documents relating to the wastewater project . The motion carried by the following vote: Aye - Councilors Dingman, Francis, Burtenshaw, Hally, Freeman. Nay- None.

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS AUTHORIZING THE MAYOR TO SIGN ALL APPLICATIONS, FUNDING AGREEMENTS, AND OTHER DOCUMENTS RELATING TO WASTEWATER PROJECT (PROJECT).

- 2) Local Highway Technical Assistance Council (LHTAC) Agreement for the 2022 Children Pedestrian Safety Program Project.

Director Fredericksen appeared. He stated this grant provides zero match. He explained the locations of the sidewalks and the improvements. Per Councilor Francis, Director Fredericksen confirmed the school sidewalks will be completed first. Per Councilor Hally, Director Fredericksen believes the pathway is utilized by children and recreational in general, and this pathway is intended to surround Tautphaus Park. Council President Dingman believes these sidewalks will be a huge benefit to the community. Councilor Hally stated the council has been steadfast to improve safe crossings for school children.

It was moved by Councilor Hally, seconded by Councilor Burtenshaw, to approve the agreement with LHTAC for the Children Pedestrian Safety project and authorize the Mayor and City Clerk to sign the documents . The motion carried by the following vote: Aye - Councilors Freeman, Burtenshaw, Francis, Dingman, Hally. Nay- None.

- 3) Resolution - Adopting an Amended Engineering Design Policy Manual (EDPM)

Director Fredericksen appeared. He explained the major changes which include changing copper line to poly lines, and developers will begin to install meters in the water pits. Councilor Burtenshaw clarified the water meters will not be activated this time. Director Fredericksen indicated the data collected in these water meters will be useful.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, to approve the resolution adopting an amended EDPM and provide authorization for Mayor and City Clerk to sign the document . The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis. Nay- None.

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING AN AMENDED ENGINEERING DESIGN POLICY MANUAL, FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS DESIGN STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

- 4) Resolution - Adopting Revised Amendments to the 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC)

Director Fredericksen appeared. He stated these changes are primarily related to the previous

proposed changes in the EDPM.

It was moved by Councilor Burtenshaw, seconded by Councilor Hally, to approval of the resolution adopting revised amendments to the 2020 edition of the ISPWC and authorization for Mayor and City Clerk to sign the document. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Freeman, Francis. Nay- None.

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING REVISED AMENDMENTS TO THE 2020 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION FOR USE BY IDAHO FALLS PUBLIC WORKS AND OTHERS AS CONSTRUCTION STANDARDS IN THE CITY; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

C. Community Development Services

- 1)** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Caribou Crossing Townhomes.

Councilor Burtenshaw identified the location of the Caribou Crossing Townhomes, stating these townhomes will connect to the neighborhood.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the Development Agreement for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally. Nay- None

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to Accept the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Burtenshaw. Nay - None.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Caribou Crossing Townhomes and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Freeman, Francis. Nay- None.

- 2)** Resolution approving the Eligibility Report for the Anderson Bush Urban Renewal District

Community Development Services Director Brad Cramer appeared as his role with the Idaho Falls Redevelopment Agency (IFRdA). He recognized the consultant, Renee Magee. He noted the project is on a smaller portion of the boundary, and these are usually larger projects as funds cannot be spent outside of a boundary. Ms. Magee then presented the following:

Slide 1 - Property under consideration

Ms. Magee explained the boundary. She stated Bush Elementary, the LDS Food Distribution Center, and approximately 24 vacant acres are within the study area.

Slide 2 - Purpose of eligibility study

Ms. Magee stated Idaho statutes lists 14 criteria.

Slide 3 - Findings

Ms. Magee stated the study area does meet one or more of the criteria. She noted the finding does not commit to include any or all portions of the study area in an urban renewal area.

Slide 4 - Conditions in the study area

Ms. Magee stated the primary reason of eligibility is the topography of the area, which is characterized by wide-spread basalt. She also noted there is a significant change of elevation on the parcel.

Slide 5 - Conditions in the study area (continued)

Ms. Magee explained the surface terrain elevations.

Slide 6 - Conditions in the study area (continued)

Ms. Magee stated Science Center Drive is a principle arterial street where driveways are limited. She also stated there is no street passing through 41 acres to provide access to the northern portion of the study area, noting the access was substantially reduced in the late 1960's. She indicated this area has become difficult to develop.

Slide 7 - Study area

Ms. Magee presented the 1964 aerial photo prior to the interchange construction. She stated the 20-acre parcel was a piece of a larger farm with the remainder of the area being basalt, noting the two remaining parcels were reduced which is undeveloped by today's standards. She also stated the interchange reduced accessibility of this area to the portions of the city that were left, and there is no direct route to the south or to the east and it has become isolated.

Slide 8 -

Ms. Magee reviewed the 8 of the 14 criteria that applies to this area. She described the criteria, stating the remaining 56% of study area is vacant, and has not developed in approximately 60 years since the interchange or in 40 years since annexation. She also stated the interchange configuration and basalt has strangled any use of the property, which the IFRdA agreed.

Per Councilor Hally, Ms. Magee stated the eligibility study has cost approximately \$2,000 which has been paid for by the developer. She noted there are additional costs for legal, review, and consultation. Councilor Burtenshaw questioned a school in the Urban Renewal District. Ms. Magee stated schools are protected and continues to receive their tax levy, noting IFRdA could provide public improvements toward the end of the Urban Renewal District.

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

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, ALSO KNOWN AS THE IDAHO FALLS REDEVELOPMENT AGENCY, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

3) Electric Line Extension Fee Waiver Request for Black Feather Apartments

Director Cramer appeared. He stated this request is for the same area as previously discussed. He explained the fee waiver was to encourage infill development where infrastructure already exists, and over time, the scope for requested fees was narrowed. He also stated the request has been coordinated with Idaho Falls Power (IFP). Council President Dingman stated the council recently discussed this project. Councilor Francis noted the council supports affordable housing which should help the developer with a grant. Councilor Burtenshaw believes the waiver is close to a guarantee.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis, to approve the request to waive \$26,560 of the estimated electric line extension fees for the Black Feather Apartments project. The motion carried by the following vote: Aye - Councilors Hally, Francis, Dingman, Burtenshaw, Freeman. Nay- None.

4) Quasi-Judicial Public Hearing-Request for Reconsideration of the decision to deny the application for rezoning from R2, Mixed Residential to R3, Multiple Dwelling Residential for the property located at 1315 Presto Street.

Council President Dingman explained the Local Land Use Planning Act (LLUPA) request, stating the request must identify any specific deficiencies that were made, the council must examine any alleged deficiencies, and determine whether the prior decision should stand, be reversed, or be modified. She reminded the council that the request for consideration should be based on the record and facts that were previously presented to council, stating the council may remand the decision back to a public hearing to allow additional information to be included in the record in compliance with the LLUPA. Councilor President Dingman then opened the reconsideration and requested the applicants address the council. Councilor Francis stated he had a conversation/discussion with an engineer immediately following the August 11, 2022, City Council Meeting, although, since that time he has had no conversation, and that conversation would not affect his decision.

Aubrey Carlsen, Angelo Development, appeared. She read the following justification/reason for appeal: As per ImagineIF (IIF), this area is designated Urban Core which out of all the comprehensive plan transect designations exhibits the highest land use intensity, has the most mixed use, generates the highest average tax revenue per acre, boasts the most built infrastructure and has the highest service level and density of amenities (IIF, p. 72). It is further characterized by "...taller structures, mixed-use buildings, pedestrian-oriented movement of people, [and] commercial and entertainment enterprises" (IIF, p. 68). We believe that according to the comprehensive plan vision, and given the location of the land and its relationship to nearby land uses, that R3 is more significantly aligned with the City's vision and long-term needs than is R2 for the following reasons:

1-ImagineIF identifies the importance of transitioning meaningfully between different transects and land use zones (IIF, p. 104). Rezoning this piece to R3 more effectively achieves this goal by smoothly bridging the land use type and intensity between the TN zone, park, and R2 development to North with the LC zone to the South. Contrastingly, to leave this property zoned R2 neglects to address these comprehensive plan goals (those discussed above, and others addressed below) and inhibits the eventual realization of the City's adopted vision:

"The City of Idaho Falls promotes a welcoming, attractive, safe and diverse community. We embrace small town values, big city efficiencies and forward-thinking approaches to provide outstanding services and sustainable economic, social and recreational opportunities for our whole community." (IIF, p. 34)

2-This beautiful stretch of river should remain accessible, as it is now, to as many people within the community as possible. The R2 zoning designation does not allow the highest and best use of the beautiful land along the Snake River, nor does it allow the larger community to more fully benefit from, as the comprehensive plan vision says, "big city efficiencies." This property has many existing pedestrian connections, is close to local highways and freeways, has abundant recreational access and opportunities, is connected to the many amenities of downtown, and is near major employment centers like the INL. Rezoning to R3 enables more design flexibility and added allowable density. R3 zoning has the potential to co-locate more residents next to the existing amenities and infrastructure in this area than R2 thereby more effectively and broadly achieving the City's mission to "provide outstanding services and sustainable economic, social and recreational opportunities" (IIF, p. 181).

3-Building high-quality high-density housing in locations that also have high connectivity for bicyclists and pedestrians - locations such as this - will reduce vehicle trips and congestion issues (IIF, p. 197) now and as the City continues to grow by housing residents close to the areas that they frequently visit. This aligns well with the City's goal to promote and prioritize multimodal transportation methods (IIF, p. 91) as a means of mitigating traffic impacts associated with population growth. Further, the comprehensive plan states that surveyed residents identified a lack of safe and convenient routes as the primary factors preventing them from utilizing walking and biking as regular modes of transportation. As Idaho Falls grows this area is bound to see increased vehicular traffic. Allowing increased residential density in this area will help mitigate future vehicle traffic congestion by enabling more people to live next to the places they visit and work that are already connected via alternative transportation infrastructure. Rezoning the property to an R3 designation will allow more people to make use of the significant investments the City has already made to provide superior bicycle and pedestrian connectivity along the river and into Downtown IF.

4-The comprehensive plan identifies this area as adjacent to the future "innovation district" (IIF p. 168). As this district develops it will prove immensely valuable to have high-quality, high-density housing ready and available to cater to the needs of burgeoning student and employee populations. If this innovation district is to become a walkable center, as is identified within the ImagineIF plan, then increased population and housing density in the immediate vicinity is a necessary contributor to its eventual success and viability. An R3 designation is better suited to generate the density necessary to support a walkable center than is R2.

5-Within the housing section of the comprehensive plan (IIF, starting p. 85) Issue 1, Objective A, Action

3 states that the City will work with developers and builders to "...Identify and remove barriers to the construction of alternative housing types." As evidenced by the dearth of newly developed R2 properties, within the current zoning there is little opportunity for extraordinary creativity. The provisions of this zone are restrictive to developers, both financially and creatively, and are therefore cost prohibitive and inefficient to develop. More specifically, the intent of the zone and the outcomes it is producing are, in this case, misaligned and incongruent with the vision adopted and established in the City's comprehensive plan. An R3 zoning designation will remove several existing creative and financial barriers to allow more design flexibility resulting in the potential to provide better amenities, more open space, and a higher quality overall aesthetic - available to be enjoyed by more of the community than an R2 development could provide for.

Page 58 of ImagineIF states that "No neighborhood can be exempt from change" and that "No neighborhood should experience sudden, radical change." This property is located to aid the city and the ongoing effort to generate a more walkable urban environment. Placing R3 between R2 to the north and LC to the south does not present a sudden or radical change. And although an R2 designation meets the general criteria of the comprehensive plan for the reasons mentioned throughout this statement, we feel that an R3 designation is far more aligned with the intent of what the ImagineIF Plan is seeking to achieve within the Urban Core context.

Per Councilor Freeman, Ms. Carlsen stated based on their research, the majority of R2 properties were grandfathered in when the new zoning code was adopted in 2018. She believes this may be the only R2 property that has been developed since 2018. She indicated this is a hard zone to work with. Councilor Francis believes Ms. Carlsen quoted a potential action plan, not the context of where the action plan might correct. Ms. Carlsen indicated quotes were taken from the Imagine IF plan. Per Councilor Francis, Ms. Carlsen understands there is an objective that provides a context for the action plan.

Council President Dingman recapped the chronological events for this item. Councilor Burtenshaw stated one of her issues, per the Reasoned Statement of Relevant Criteria and Standards, was the streets surrounding this property being service streets but acting as collectors. She believes there are conflicting ideas of what this area should be, noting Higham and Latah are permanently bound by Freeman Park. Recognizing the parcel to the south is zoned LC, Councilor Burtenshaw prefers to hear the maximum capacity in LC property as well as the potential R3 property and what that would do to Higham. Mr. Fife reminded the council that more facts cannot be presented. Council President Dingman quoted the existing street network contained in the Reasoned Statement of Relevant Criteria and Standards. Councilor Burtenshaw believes this could create a lot of potential traffic onto Higham. Director Cramer stated Higham is designated as a local street but functions as a collector primarily because development that may happen to the south has no other access to Fremont, it has to come to Higham. He also stated his point was in reference to the Comprehensive Plan that talks about higher-density housing located near intersections of arterials and collectors. He noted this was a supportive statement from the staff perspective. Director Cramer indicated a network is not a single street. He stated Higham travels east/west and Latah travels north/south, along with another east/west connector which will ultimately connect to Science Center at the signalized intersection, therefore, the existing network, from a staff perspective, is more than adequate to handle the development that could occur in this area. He explained the density, stating R2 allows 17 units per acres, and R3 allows 35 units per acre which doubles the density and has the potential for more traffic, although the existing street network is sufficient. Per Councilor Burtenshaw, Director Cramer stated the development would have direct access to Higham only. Councilor Burtenshaw reiterated this is problematic. Councilor Francis questioned the option to modify. Director Cramer believes the Reasoned Statement of Relevant Criteria

and Standards could be modified. Councilor Francis quoted Imagine IF, including infill development. Council President Dingman believes these concerns could modify the Reasoned Statement of Relevant Criteria and Standards. Councilor Freeman expressed his concern for the street network included in the Reasoned Statement of Relevant Criteria and Standards. He indicated Higham only goes one direction, which may need to be removed from the Reasoned Statement of Relevant Criteria and Standards. He believes this is inconsistent with the character of the neighborhood. Brief discussion followed regarding the Reasoned Statement of Relevant Criteria and Standards.

It was then moved by Councilor Francis, seconded by Councilor Burtenshaw, to affirm with a modification of the Relevant Criteria and Standards statement to remove statement 6 and remove 'map' from statement 5 and the City Council denies the rezone from R2 to R3. The motion carried with the following vote: Aye – Councilors Francis, Freeman, Hally, Burtenshaw, Dingman. Nay – none.

6. Announcements.

Council President Dingman recognized the retirement of the City Clerk, stating this will be Ms. Hampton's last Council Meeting.

7. Adjournment.

There being no further business, the meeting adjourned at 8:44 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

Memorandum

File #: 21-670

City Council Meeting

FROM: Brad Cramer, Director
DATE: Monday, October 3, 2022
DEPARTMENT: Community Development Services

Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Bombardier Industrial Park.

Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Bombardier Industrial Park and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept the Final Plat for Bombardier Industrial Park and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Bombardier Industrial Park and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Bombardier Industrial Park. The Planning and Zoning Commission considered this item at its May 3, 2022, meeting and unanimously voted to recommend approval as presented. Staff concurs with this recommendation.

Alignment with City & Department Planning Objectives



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan and Zoning Ordinance, which include many policies and goals related to Good Governance, Growth, Sustainability, Transportation, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey,

and Parks and Rec.

Fiscal Impact

NA

Legal Review

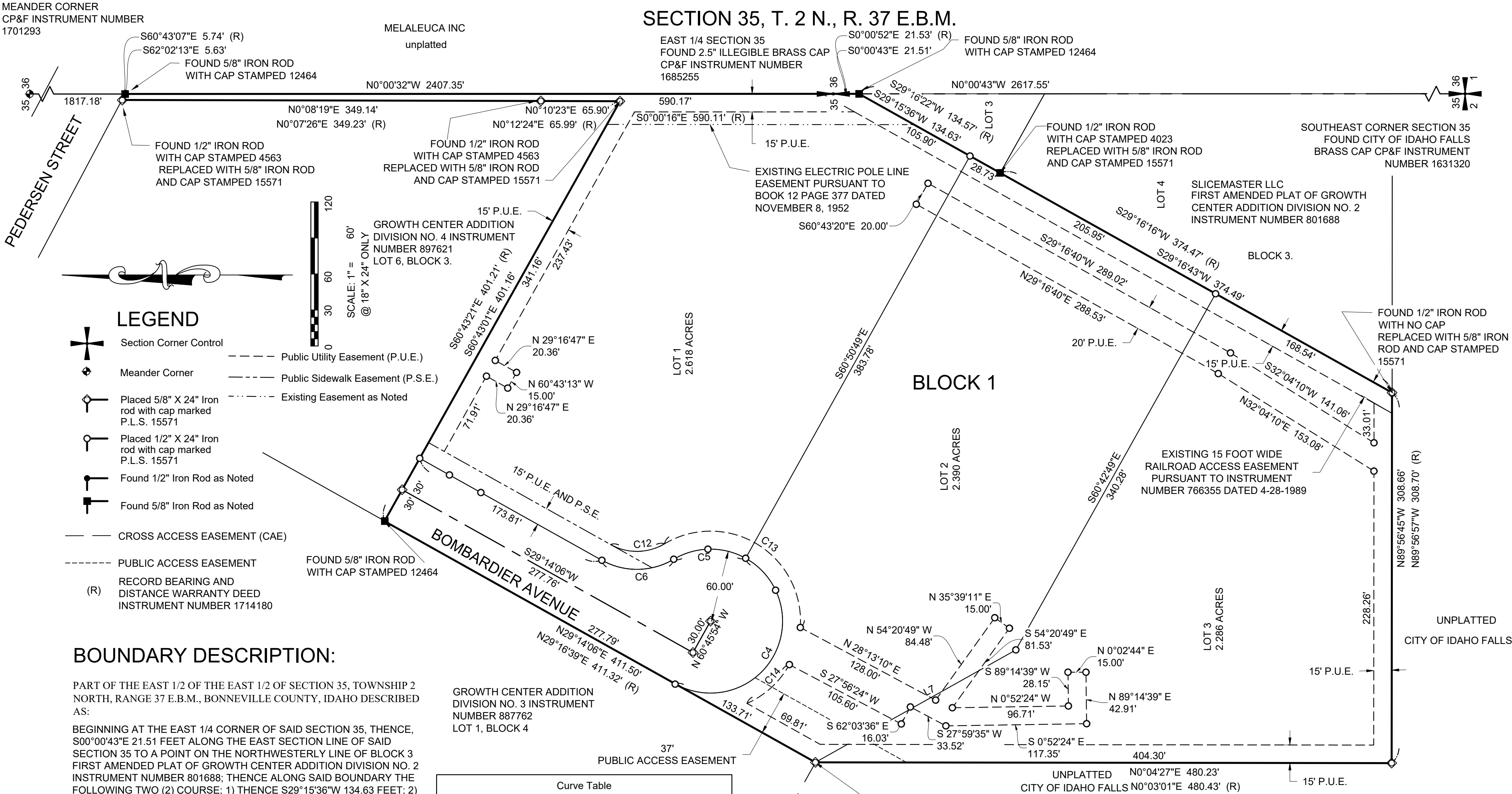
This application has been reviewed by the office of the City Attorney pursuant to applicable law.

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





BOMBARDIER INDUSTRIAL PARK
A SUBDIVISION OF THE CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO
PART OF THE E 1/2 OF THE E 1/2 OF
SECTION 35, T. 2 N., R. 37 E.B.M.



LEGEND

- Section Corner Control
- Meander Corner
- Placed 5/8" X 24" Iron rod with cap marked P.L.S. 15571
- Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
- Found 1/2" Iron Rod as Noted
- Found 5/8" Iron Rod as Noted
- CROSS ACCESS EASEMENT (CAE)
- PUBLIC ACCESS EASEMENT
- RECORD BEARING AND DISTANCE WARRANTY DEED INSTRUMENT NUMBER 1714180
- Public Utility Easement (P.U.E.)
- Public Sidewalk Easement (P.S.E.)
- Existing Easement as Noted

BOUNDARY DESCRIPTION:

PART OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 37 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:
BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 35, THENCE, S00°00'43"E 21.51 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF BLOCK 3 FIRST AMENDED PLAT OF GROWTH CENTER ADDITION DIVISION NO. 2 INSTRUMENT NUMBER 801688; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSE; 1) THENCE S29°15'36"W 134.63 FEET; 2) THENCE S29°16'43"W 374.49 FEET; THENCE N89°56'45"W 308.66 FEET; THENCE N00°04'27"E 480.23 FEET TO THE EASTERLY BOUNDARY LINE OF GROWTH CENTER ADDITION DIVISION NO. 3, INSTRUMENT NUMBER 887762; THENCE N29°14'06"E 411.50 FEET, ALONG SAID BOUNDARY, TO THE WESTERLY MOST CORNER OF GROWTH CENTER ADDITION DIVISION NO. 4, INSTRUMENT NUMBER 897621; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (1) COURSE; 1) THENCE S60°43'01"E 401.16 FEET; 2) THENCE N00°10'23"E 65.90 FEET; 3) THENCE N00°08'19"E 349.14 TO THE SOUTH RIGHT-OF-WAY LINE OF PEDERSEN STREET; THENCE S62°02'13"E 5.63 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE EAST LINE OF SECTION 35; THENCE S00°00'32"E 590.17 FEET ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.
CONTAINING 7.878 ACRES, MORE OR LESS.

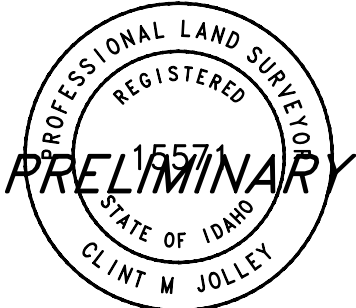
TOTAL DEDICATED RIGHT OF WAY = 0.584 ACRES

Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	43.49'	41.00'	60°46'21"	41.48'	S30°18'43"E
C2	20.87'	41.00'	29°09'39"	20.64'	S14°39'17"W
C3	75.30'	71.00'	60°46'04"	71.82'	S30°19'46"E
C4	188.58'	60.00'	180°04'58"	120.00'	S60°48'22"E
C5	62.75'	60.00'	59°55'03"	59.93'	N0°48'22"W
C6	62.83'	60.00'	60°00'00"	60.00'	S0°45'54"E
C7	30.00'	60.00'	28°38'41"	29.69'	S16°26'33"E
C8	32.75'	60.00'	31°16'22"	32.34'	S13°30'59"W
C9	37.09'	60.00'	35°24'51"	36.50'	S46°51'34"W
C10	80.85'	60.00'	77°12'31"	74.87'	N76°49'44"W
C11	70.64'	60.00'	67°27'35"	66.63'	N4°29'41"W
C12	47.12'	45.00'	60°00'00"	45.00'	N0°45'54"W
C13	163.39'	75.00'	124°49'04"	132.94'	N31°38'38"E
C14	48.75'	75.00'	37°14'29"	47.90'	S42°30'57"E

Line Table		
Line #	Length	Direction
L1	58.01'	S29°14'06"W
L2	71.55'	S29°14'06"W
L3	15.05'	N29°14'06"E
L4	75.93'	N0°04'27"E
L5	144.61'	S29°14'06"W
L6	76.62'	S0°04'27"W
L7	191.53'	S29°16'58"E
L8	13.34'	S60°41'53"E
L9	34.33'	S0°03'16"W

BASIS OF BEARINGS

THE BEARING ALONG THIS LINE IS THE BASIS FOR ALL OTHER BEARINGS LISTED ON THIS SURVEY. THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, [REFERENCE FRAME NAD_83(2011), EPOCH 2010.0000]. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MEDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.



CIVIL & STRUCTURAL ENGINEERING
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800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977

hinc.com

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DRAWN BY: JR DESIGN BY: HLE CHECK BY: CGS
JOB NO: 2022-517
DATE: August 30, 2022
REVISIONS: DATE

SUBDIVISION PLAT
BOMBARDIER INDUSTRIAL PARK
SEC. 35, T. 2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1 OF 3 SHEETS

BOMBARDIER INDUSTRIAL PARK
A SUBDIVISION OF THE CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO
PART OF THE E 1/2 OF THE E 1/2 OF
SECTION 35, T. 2 N., R. 37 E.B.M.

MEANDER CORNER
CP&F INSTRUMENT NUMBER
1701293

MELALEUCA INC
unplatted

EAST 1/4 SECTION 35
FOUND 2.5" ILLEGIBLE BRASS CAP
CP&F INSTRUMENT NUMBER
1685255

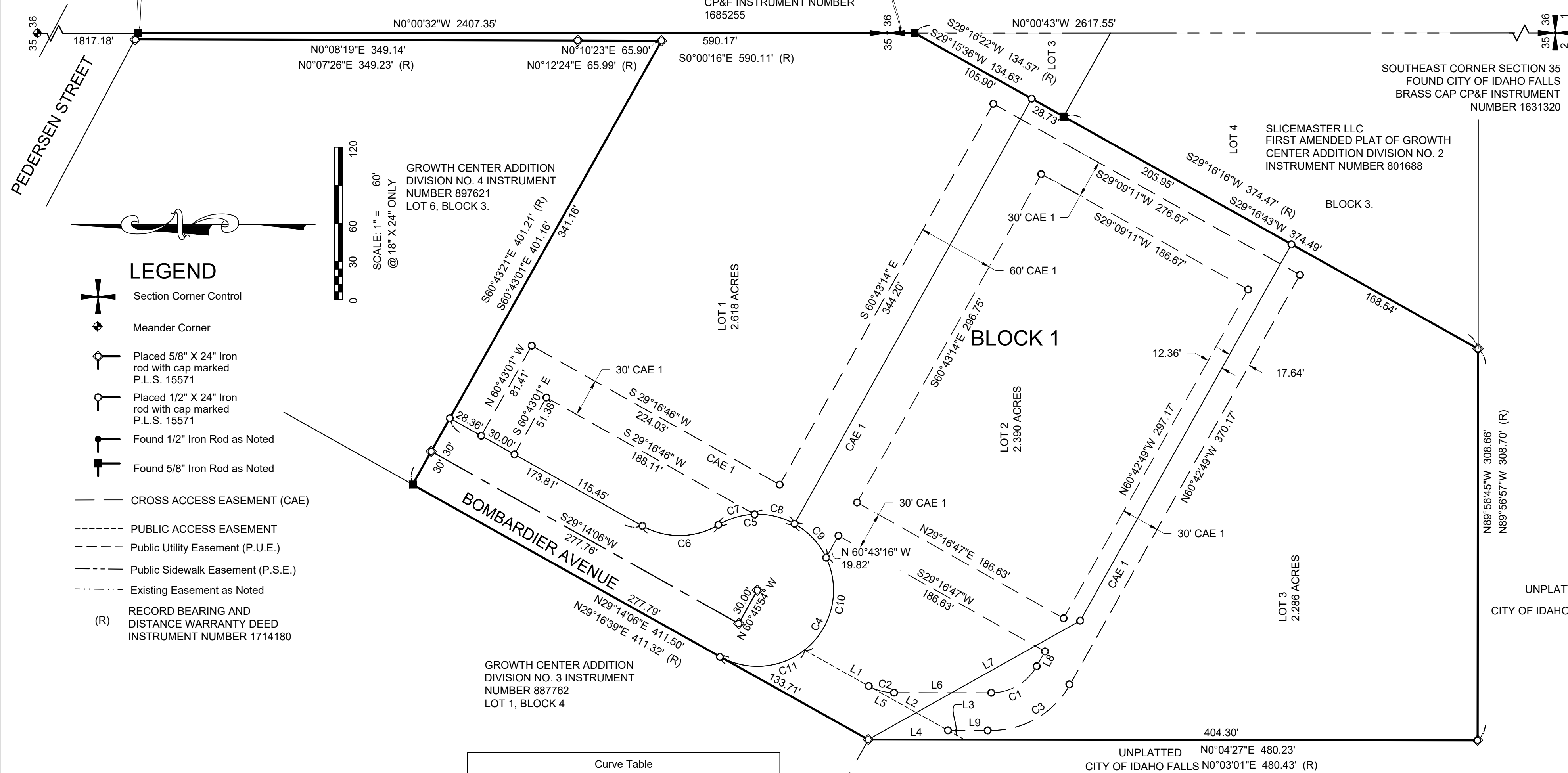
S0°00'52"E 21.53' (R)
S0°00'43"E 21.51'

SOUTHEAST CORNER SECTION 35
FOUND CITY OF IDAHO FALLS
BRASS CAP CP&F INSTRUMENT
NUMBER 1631320

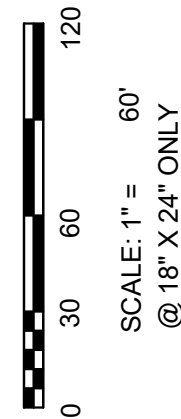
SLICEMASTER LLC
FIRST AMENDED PLAT OF GROWTH
CENTER ADDITION DIVISION NO. 2
INSTRUMENT NUMBER 801688

GROWTH CENTER ADDITION
DIVISION NO. 4 INSTRUMENT
NUMBER 897621
LOT 6, BLOCK 3.

GROWTH CENTER ADDITION
DIVISION NO. 3 INSTRUMENT
NUMBER 887762
LOT 1, BLOCK 4

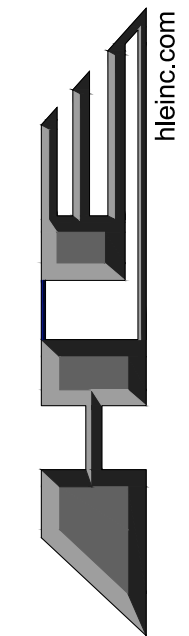


- LEGEND**
- Section Corner Control
 - Meander Corner
 - Placed 5/8" X 24" Iron rod with cap marked P.L.S. 15571
 - Placed 1/2" X 24" Iron rod with cap marked P.L.S. 15571
 - Found 1/2" Iron Rod as Noted
 - Found 5/8" Iron Rod as Noted
 - CROSS ACCESS EASEMENT (CAE)
 - PUBLIC ACCESS EASEMENT
 - Public Utility Easement (P.U.E.)
 - Public Sidewalk Easement (P.S.E.)
 - Existing Easement as Noted
 - (R) RECORD BEARING AND DISTANCE WARRANTY DEED INSTRUMENT NUMBER 1714180



Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	43.49'	41.00'	60°46'21"	41.48'	S30°18'43"E
C2	20.87'	41.00'	29°09'39"	20.64'	S14°39'17"W
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C11	70.64'	60.00'	67°27'35"	66.63'	N4°29'41"W
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800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977

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DRAWN BY	DESIGN BY	CHECK BY
JR	HLE	CGS
JOB NO: 2022-517		
DATE: August 30, 2022		
REVISIONS		DATE

SUBDIVISION PLAT
BOMBARDIER INDUSTRIAL PARK
SEC. 35, T. 2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.
2
OF
3
SHEETS

BOMBARDIER INDUSTRIAL PARK
A SUBDIVISION OF THE CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO
PART OF THE E 1/2 OF THE E 1/2 OF
SECTION 35, T. 2 N., R. 37 E.B.M.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT BOMBARDIER INDUSTRIAL PARK, WAS
FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

DATE _____
BONNEVILLE COUNTY RECORDER



TREASURER'S CERTIFICATE

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

DATE: _____
BONNEVILLE COUNTY TREASURER

IRRIGATION WATER RIGHTS RELEASE

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO
THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL
NOT RECEIVE A WATER RIGHT.

FLOOD PLAIN DESIGNATION

ZONE C, PER COMMUNITY-PANEL NUMBER 160027 0230 C
WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1981

DRINKING WATER SYSTEM CERTIFICATE

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

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

MLV BOMBARDIER ID LLC., AN IDAHO LIMITED LIABILITY COMPANY

COLBY A COOMBS - C.E.O. OF MOUNTAIN LIFE MANAGEMENT INC., MANAGER
OF MLV BOMBARDIER ID, LLC

SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A
SUBDIVISION PLAT WITH 1 BLOCK AND 3 LOTS
FROM DEED INSTRUMENT NUMBER 766355. THE
BOUNDARY WAS ESTABLISHED USING FOUND
MONUMENTS ALONG THE BOUNDARY AND
CALCULATED POSITIONS FROM RECORD OF
SURVEY 1704315 AND 1417726 AS WELL AS FOUND
MONUMENTS FROM SURROUNDING PLATS,
GROWTH CENTER ADDITION DIVISION NO. 3 AND
GROWTH CENTER ADDITION DIVISION NO. 4.

OWNER’S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, MLV BOMBARDIER ID, 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 BOMBARDIER INDUSTRIAL PARK, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO,
BONNEVILLE COUNTY, IDAHO.

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

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 1, 2, AND 3 OF BLOCK 1, A PRIVATE
RECIPROCAL CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE
1, THE SAID PRIVATE CROSS-ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND
AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE
OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES,
INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED
CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES,
AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON
WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS
AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES,
ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT
AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT
FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE
CROSS-ACCESS EASEMENT CAE 1.

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

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

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE THAT THEY SHALL CONSTRUCT
NO STRUCTURES OR MAINTAIN ANY OBSTRUCTIONS ON SAID CROSS-ACCESS EASEMENTS,
INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS, FURTHER AGREE TO MAINTAIN THE SAID
CROSS-ACCESS EASEMENTS AND TO REMOVE SNOW PURSUANT TO THE REQUIREMENTS OF THE
INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY
THE CITY OF IDAHO FALLS, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF IDAHO FALLS AND
ITS SUCCESSORS, ASSIGNS, 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, OR EACH LOT OWNER AS THE CASE MAY BE, AGAINST SAID OWNER
AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY
HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE
DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS
_____ DAY OF _____, 202__.

MLV BOMBARDIER ID LLC, AN IDAHO LIMITED LIABILITY COMPANY

COLBY A COOMBS - C.E.O. OF MOUNTAIN LIFE MANAGEMENT INC., MANAGER OF MLV
BOMBARDIER ID, LLC

CITY'S ACCEPTANCE

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

MAYOR _____ CITY CLERK _____
CITY ENGINEER _____ CITY SURVEYOR _____
KENT J. FUGAL, PE 9247 KENNETH BALDWIN ROBERTS, PLS 9755

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY APPEARED COLBY A COOMBS - C.E.O. OF
MOUNTAIN LIFE MANAGEMENT INC., AND MANAGER OF LIMITED LIABILITY
COMPANY OF MLV BOMBARDIER ID, LLC, AND THE PERSON WHO SUBSCRIBED
SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S
DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND
ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME IN SAID
LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH
LIMITED LIABILITY COMPANY.

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

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

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

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

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

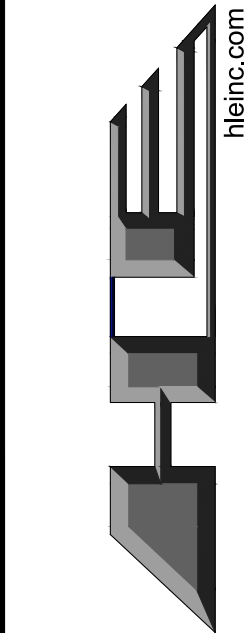
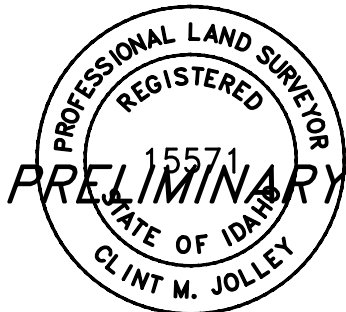
EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS _____ DATE: _____

SURVEYOR'S CERTIFICATE

I, CLINT M. JOLLEY, A LICENSED PROFESSIONAL LAND
SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY
THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS
BOMBARDIER INDUSTRIAL PARK, WAS MADE UNDER MY
DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND
CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW
AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS
DESCRIBED HEREON.

P.L.S. 15571 _____



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

DRAWN BY	DESIGN BY	CHECK BY
JR	HLE	CGS
JOB NO: 2022-517		
DATE: August 30, 2022		
REVISIONS		DATE

SUBDIVISION PLAT
BOMBARDIER INDUSTRIAL PARK
SEC. 35, T. 2 N., R. 37 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO.
3
OF 3 SHEETS

STAFF REPORT
FINAL PLAT
BOMBARDIER INDUSTRIAL PARK,
October 13, 2022



Community
Development
Services

Applicant: HLE

Project Manager: Naysha Foster

Location: North of W 65th S, east of S Yellowstone Ave, south of Pedersen St, west of Bombardier Ave.

Size: 7.878 acres

Lots: Buildable: 3

Average Buildable Lot Size: 2.40 acres (104,760 sq. ft.)

Existing Zoning:

Site: I&M

North: I&M

South: I&M and LM

East: LM

West: I&M

Existing Land Uses:

Site: Vacant

North: Commercial

South: Commercial

East: Vacant

West: Vacant

Future Land Use Map:

Industrial

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To approve the final plat for Bombardier Industrial Park.

History: This property was annexed in October 1997 with an initial zoning of I&M-1. In April of 2018 the property was rezoned as part of the City-wide initiated zone change from I&M-1 to I&M. The Planning and Zoning Commission recommended approval of the final plat on May 3, 2022.

Staff Comments: This final plat consists of 7.878 acres. There are three buildable lots. Bombardier will continue as a dedicated street and will terminate in a cul-de-sac. Both water and sewer run in Bombardier as extended. Water is also located in Yellowstone and sewer runs along the southern property line. Power is also easily accessible.

The I&M Zone does not have lot coverage requirements or landscaping except for a 15 ft landscape strip contiguous to Bombardier. There are no density or height restrictions. There is a front setback of 30 ft, side and rear setbacks are only required if the subdivision is contiguous to residential uses or zones, this is not.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the Subdivision and Comprehensive Zoning Ordinance. Staff and the Planning and Zoning Commission recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	N/A
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	N/A
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Local Street: Bombardier

Section 10-1-9A

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

Zoning Ordinance:**11-3-7: PURPOSE OF INDUSTRIAL ZONES**

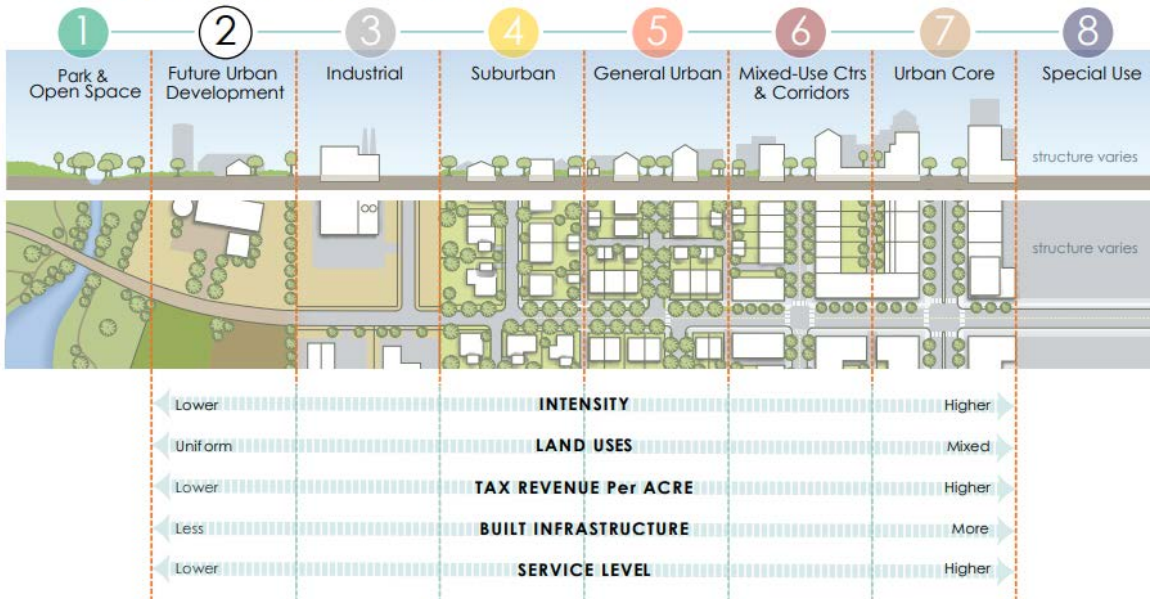
(B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations.

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

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

Comprehensive Plan:

Imagine!F Transects



3. Industrial

Snapshot: The Industrial Transect denotes areas set aside for all varieties of industrial operations, from manufacturing facilities and related warehousing and distribution to machine shops or greenhouses. These areas are generally near major roadways, with frontage on arterial roadways, and they may have railroad access.

Local examples: Industrial Parks south of Sunnyside Road along the Yellowstone Highway Corridor, Anheuser Bush facilities, industrial park located north of Science Center Drive/Anderson Street and US 20

May 3, 2022

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Joanne Denney, Kristi Brower, Glen Ogden, Arnold Cantu (via Webex) George Morrison (via Webex)

MEMBERS ABSENT: Brent Dixon, Lindsey Romankiw, Margaret Wimborne

ALSO PRESENT: Assistant Planning Director Kerry Beutler; planner Caitlin Long, 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: Morrison moved to accept the minutes of April 5, 2022 and April 19, 2022 with the correction requested on the April 19, 2022 minutes (check vote), Ogden seconded the motion. Denney called for roll call vote: Cantu, yes; Morrison, yes; Brower, yes; Ogden, yes. The motion passed unanimously.

Business:

4. PLAT 22-008: FINAL PLAT. Bombardier Industrial Park.

Applicant: Clint Jolley 101 S. Park Ave., Idaho Falls, Idaho. Jolley showed that Bombardier Industrial Park is south of Peterson Street and West of Bombardier Ave. Jolley stated that the current zone is I&M, and it is just over 7.8 acres, and they are splitting the property into 3 lots. The current road to the west has been built and they are using it, but it hasn't been dedicated as public right of way, so this plat will fix that.

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

Ogden moved to recommend to the Mayor and City Council approval of the Final Plat for Bombardier Industrial Park, Brower seconded the motion. Denney called for roll call vote: Cantu, yes; Morrison, yes; Brower, yes; Ogden, yes. The motion passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF BOMBARDIER INDUSTRIAL PARK, GENERALLY LOCATED NORTH OF W 65TH S, EAST OF S YELLOWSTONE AVE, SOUTH OF PEDERSEN ST, WEST OF BOMBARDIER AVE.

WHEREAS, the applicant filed an application for a final plat on March 11, 2022; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on May 3, 2022; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 13, 2022 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2022 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 7.878 acres parcel located generally north of W 65th S, east of S Yellowstone Ave, south of Pedersen St, west of Bombardier Ave.
3. The property is zoned I&M, Industrial and Manufacturing.
4. The plat consists of three lots.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the I&M Zone.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2022

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
BOMBARDIER INDUSTRIAL PARK

This DEVELOPMENT AGREEMENT BOMBARDIER INDUSTRIAL PARK (“AGREEMENT”), made this _____ day of _____, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (“CITY”), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and MLV BOMBARDIER ID, LLC, a limited liability company (“DEVELOPER”), whose mailing address is 3393 Merlin Drive, Suite A, Idaho Falls, ID 83404.

WITNESSETH:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as “Subdivision”), is more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER’s right to protest development requirements described in this AGREEMENT, including DEVELOPER’s right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the

timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by

construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat

for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

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

MLV BOMBARDIER ID, LLC

By Colby Coombs
Colby Coombs
CEO of Mountain Life Management, Inc., the
Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

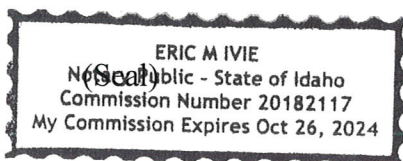
(Seal)


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

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 19th day of September, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Colby Coombs, known or identified to me to be an authorized signator of MLV Bombardier ID, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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





Notary Public of Idaho
Residing at: 1615 Whitney St Idaho Falls
My Commission Expires: OCT 26, 2024

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

BOMBARDIER INDUSTRIAL PARK

PART OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 37 E.B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 35, THENCE, S00°00'43"E 21.51 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF BLOCK 3 FIRST AMENDED PLAT OF GROWTH CENTER ADDITION DIVISION NO. 2 INSTRUMENT NUMBER 801688; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSE; 1) THENCE S29°15'36"W 134.63 FEET; 2) THENCE S29°16'43"W 374.49 FEET; THENCE N89°56'45"W 308.66 FEET; THENCE N00°04'27"E 480.23 FEET TO THE EASTERLY BOUNDARY LINE OF GROWTH CENTER ADDITION DIVISION NO. 3, INSTRUMENT NUMBER 887762; THENCE N29°14'06"E 411.50 FEET, ALONG SAID BOUNDARY, TO THE WESTERLY MOST CORNER OF GROWTH CENTER ADDITION DIVISION NO. 4, INSTRUMENT NUMBER 897621; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (1) COURSE; 1) THENCE S60°43'01"E 401.16 FEET; 2) THENCE N00°10'23"E 65.90 FEET; 3) THENCE N00°08'19"E 349.14 TO THE SOUTH RIGHT-OF-WAY LINE OF PEDERSEN STREET; THENCE S62°02'13"E 5.63 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE EAST LINE OF SECTION 35; THENCE S00°00'32"E 590.17 FEET ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.

CONTAINING 7.878 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS BOMBARDIER INDUSTRIAL PARK

S.C. 1.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

S.C. 2.00 Access. Access shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

S.C. 3.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

S.C. 4.00 Collector/Local Street Section Improvements. DEVELOPER shall design and construct the Roadway improvements in Bombardier Avenue in accordance with CITY's Approved Improvement Drawings.

S.C. 5.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Three Thousand Three Hundred Sixty-Four Dollars and Twenty Cents (\$3,364.20(1,068 square yards at \$3.15 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.

S.C. 6.00 Water Line Connection. CITY agrees to allow DEVELOPER to connect to the water main previously constructed, subject to DEVELOPER's payment of the water main connection fees in the amount of Fourteen Thousand Eight Hundred Thirty-Eight Dollars and Twenty Cents (\$14,838.20; 338 feet currently at \$43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S.C. 7.00 Sewer Line Connection Fee. CITY agrees to allow DEVELOPER to connect to the sewer previously constructed, subject to DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Eight Thousand Six Hundred Eighty-Six Dollars and Sixty Cents (\$8,686.60; 338 feet; currently at \$25.70 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to section 8-1-23(B) of

the City Code, DEVELOPER or DEVELOPER's heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.

S.C. 8.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.

Memorandum

File #: 21-638

City Council Meeting

FROM: PJ Holm, Director, Parks and Recreation Dept.
DATE: Thursday, September 8, 2022
DEPARTMENT: Parks & Recreation

Subject

A Resolution adopting map amendments for the Connecting our Community Plan.

Council Action Desired

☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)
 Approve the resolution adopting the Connecting our Community Plan Amendments (and map) and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate.)

Description, Background Information & Purpose

Attached for your consideration is a resolution of the City of Idaho Falls, adopting map amendments for the Connecting Our Community Plan. The proposed map changes address current growth issues facing the metropolitan area and will serve as a guide for future planning decisions by the City.

Alignment with City & Department Planning Objectives



This amendment supports the Community-Oriented Results by allowing for a Livable Community by developing park land that will provide affordable and accessible recreational activities and preserve natural resources, open space, and amenities.

Interdepartmental Coordination

This COC Plan Amendments were coordinated by the BMPO, Community Development, Parks and Recreation, and the office of the City Attorney.

Fiscal Impact

N/A

Legal Review

The City Attorney has prepared and approved this resolution.