



# City Council Agenda

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City of Idaho Falls  
Special Council Meeting  
501 S Holmes Ave

**Thursday**  
**June 29, 2023**  
**7:30 p.m.**

**Mayor**

Rebecca Casper

**City Council**

Michelle Ziel-Dingman  
Council President

John Radford  
Council Seat 5

Jim Freeman  
Council Seat 6

Tom Hally  
Council Seat 3

Jim Francis  
Council Seat 4

Lisa Burtenshaw  
Council Seat 2



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

# 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](mailto: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](mailto: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

501 S. Holmes Ave  
Idaho Falls, ID 83402

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Thursday, June 29, 2023

7:30 PM

Idaho Falls Civic Center

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### City Council Agenda:

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

Please see guidelines above.

4. **Consent Agenda.**

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

#### A. **Idaho Falls Power**

- 1) Paine Feeder Easement with Bonneville County **23-191**

**Attachments:** 20230629 Bonneville County Joint Easement.pdf

- 2) 23-24 Downtown Alley Upgrade Project - Rogers **23-192**

#### B. **Parks & Recreation**

- 1) Resolution - 2023 Waiver for Certain Fourth of July Celebration Fees **23-187**

**Attachments:** Indemnification Agreement btw City of IF & Melaleuca - 2023 fireworks

#### C. **Office of the City Clerk**

- 1) Minutes from Council Meetings **23-184**

**Attachments:** 2022 1208 Draft City Council  
2022 1205 Work Session Unapproved  
2023 0608 City Council Done Unapproved  
2023 0605 Draft Work Session - Unapproved.edited (1)

- 2) License Applications, all carrying the required approvals

#### **Action Item:**

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

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**5. Regular Agenda.****A. Municipal Services**

- 1) BID IF-23-12, 16" Pipe and Materials 23-183**

The purchase of 16" pipe and materials are for routine maintenance and repair by the Water Division.

**Action Item:**

Accept and approve the bid received from the lowest responsive and responsible bidder, Core and Main for \$167,429.00 (or take other action deemed appropriate).

**Attachments:** Tabulation Bid IF-23-12 16inch Pipe and Materials.pdf

**B. Airport**

- 1) Approval of Agreement to Acquire Parking and Revenue Control System and Equipment from Spaces, USA 23-181**

The Equipment in the Airport's main parking lot is over 15 years old and has greatly exceeded its useful life. This equipment requires daily maintenance to keep it running and breakdowns are a common occurrence. Replacing this equipment is a high priority in this fiscal year. A request for qualifications was advertised in March. Airport staff narrowed the list to three vendors. After conducting interviews with the three finalists, Airport staff is recommending Spaces, USA primarily because of their pricing structure, technology features, and proven track record working with the Airport.

As part of this project, lot infrastructure will need to be updated including concrete work to facilitate running conduit and connecting fiber. Most of the infrastructure work will be done in-house.

Cost of the equipment, installation, and maintenance is minimal to the Airport. The Spaces, USA pricing structure charges parking lot users a small technology fee in addition to the cost of parking. These fees are charged once per transaction. Over the first 2.25 years the fee will be \$1.25 per transaction, after which the fee will reduce to \$0.63. In addition to the technology fee, the Airport will pay software fees of \$900 per month and call center fees of \$0.25 per transaction.

**Action Item:**

Approve agreement with Spaces, USA for a new Parking and Revenue Control System (PARCS) including new entrance and exit equipment and authorization for the Mayor to execute the agreement (or take other action deemed appropriate).

**Attachments:** Spaces - Idaho Falls Airport PARCS Proposal

**C. Idaho Falls Power**

- 1) Professional Engineering Services Agreement with Gannett Fleming Inc. for Upper Plant First Part 12 Inspection 23-174**

In 2021, Gannett Fleming performed an analysis of the right dike at the Upper Plant, which resulted in a high-hazard status designation from Federal Energy Regulatory Commission (FERC). All projects with

a FERC high hazard designation require a Comprehensive Assessment, commonly referred to as a “Part 12 Inspection” every 5 years. This professional services agreement is to conduct the first five-year inspection. Gannett Fleming was selected following a solicitation of qualifications (SOQ) process. The agreement will cover work needed for the high hazard designation work required over the next five years. This agreement will require an expenditure up to \$345,925.00 of which \$150,000 is currently budgeted in the 2022-2023 budget. The remainder will be included in the IFP 2023-24 fiscal year budget.

**Action Item:**

Approve the Upper Plant Part 12 Inspection Professional Services Agreement with Gannett Fleming and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**Attachments:** IF Power UP 1st Part 12-CA Prof. Services  
Agrmt\_Signed\_Notarized.pdf

**2) IFP 23-22 LED Luminaries Inventory for Idaho Falls Power**

**23-193**

Idaho Falls Power solicited bids from qualified vendors to purchase LED luminary inventory to continue replacing non-LED streetlights in the community. Nine bids were received with these three vendors being the lowest responsive, responsible bidders:

Vendor	Units	Amount
Solarmax LED	1300	\$158,500.00
Bell Electrical Supply Co.	160	\$24,244.80
Platt Electric	1000	\$12,060.00
Total	2460	\$194,804.80

**Action Item:**

Approve the purchase of 2,460 LED Luminaries for streetlight upgrades and replacements from Solarmax LED, Bell Electrical Supply Co. and Platt Electric for a total of \$194,804.80 (or take other action deemed appropriate).

**Attachments:** LED Luminaries Bid tabulation IFP 23-22.pdf

**3) IFP 23-23 Paine South Feeder Material for Idaho Falls Power**

**23-194**

Idaho Falls Power solicited bids from qualified vendors to purchase material for the Paine South Feeder. Eight bids were received with the following six being the lowest responsive, responsible bidders who also meet our construction schedule:

Vendor	Amount
Irby	\$2,696,537.60
General Pacific	\$112,518.10
Border States	\$167,637.76
Anixter	\$205.00

D&S Electric    \$318,030.56  
Mountainland Supply    \$217.80  
Total    \$3,295,146.82

**Action Item:**

Approve the purchase of material for Paine South Feeder from Irby, General Pacific, Border States, Anixter, D&S Electric and Mountainland Supply for a total of \$3,295,146.82 (or take other action deemed appropriate).

**Attachments:**    Paine Materials Bid tabulation IFP 23-23.pdf

**D.    Community Development Services**

- 1)**    Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 4 **23-188**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 4. The Planning and Zoning Commission considered this item at its April 4, 2023, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 4 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Ivywood Division No. 4 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 Ivywood Division No. 4 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.docx  
                          Development Agreement

- 2)**    Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East **23-189**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 7, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zoning of R1.

**Action Item:**

1. Approve the Ordinance annexing 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East, assign a Comprehensive Plan Designation of “Suburban”, and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**Attachments:**     Zoning  
                             Aerial  
                             Comp Plan  
                             Staff Report  
                             PC Minutes.docx  
                             Ordinance  
                             Exhibit A  
                             Map Exhibit.pdf  
                             Reasoned Statement Annexation

- 3) Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R1, Single Dwelling Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East.

**23-190**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 7, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zonings of R1. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance establishing the initial zoning for R1, Single Dwelling Residential as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits



documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R1, Single Dwelling Residential and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 4)**     Quasi-judicial Public Hearing-Rezone from R3A, Residential Mixed Use with a PUD, Planned Unit Development overlay to R3A, Residential Mixed Use, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat

**23-185**

Attached is the application for Rezoning from R3A with PUD Overlay to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and voted unanimously to recommend approval to the Mayor and City Council as presented.

**Action Item:**

1. Approve the Ordinance Rezoning approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat from R3A with PUD Overlay to R3A, under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3A with PUD Overlay to R3A and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



# Memorandum

File #: 23-191

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, June 21, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

Paine Feeder Easement with Bonneville County

## Council Action Desired

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

Approve the Paine Feeder Easement with Bonneville County and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Paine Substation is constructed on City-owned, mined-out gravel pit property adjacent to North River Road. The other half of the retired gravel pit is owned by Bonneville County. To date the City and County have not had formal agreements for utility easements or general access across the other party's property. Development of the Paine Substation makes it prudent to have formal easements in place going forward.

## Alignment with City & Department Planning Objectives



This action supports our readiness for growth and development and encourages collaboration with county government to improve long-term planning coordination to ensure that community infrastructure meets current and future needs. This action also supports the IFP Strategic Plan elements for growth and reliability.

## Interdepartmental Coordination

n/a

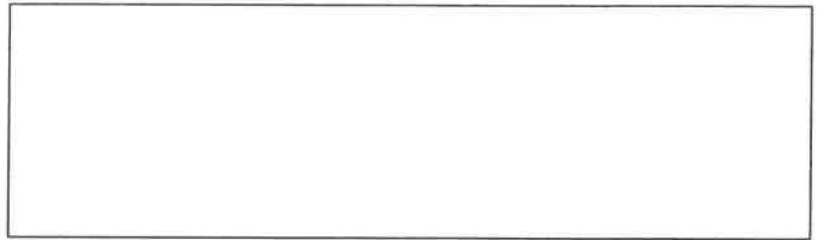
## Fiscal Impact

n/a

**Legal Review**

The City Attorney Department concurs that this action is within state statute.

**GRANT OF EASEMENT**  
**WITH WARRANTY**



THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTOR", and Bonneville County, Idaho a political subdivision of the State of Idaho, 605 N. Capital Avenue, Idaho Falls, Idaho, County of Bonneville hereinafter referred to as "GRANTEE".

**WITNESSETH**

For and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain and convey unto GRANTEE, and its successors and assigns forever, an irrevocable non-exclusive permanent public utility easement over, across and under the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

**"See Attached "Exhibit A", and visual depiction "Exhibit B" hereinafter referred to as the "Easement Area"**

FOR THE PURPOSE OF constructing, installing, repairing, and maintaining public utility lines, equipment, and appurtenant improvements placed on or in the Easement Area.

GRANTOR 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 the Easement Area.

GRANTOR or its heirs, successors or assigns, further agrees that GRANTOR shall construct no permanent structures upon the Easement Area, including but not limited to, buildings constructed on permanent foundations or other structures which are not readily movable with nominal expense.

GRANTOR or its heirs, successors or assigns hereby releases GRANTEE from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by GRANTOR or its successors or assigns within the Easement Area, subsequent to recording this Grant of Easement, that may be incurred as a result of GRANTEE's ordinary use of the Easement Area with due care.

GRANTOR and its heirs, successors or assigns does hereby warrant and shall defend the Easement Area in the quiet and peaceful possession of GRANTEE and GRANTEE's successors and assigns, against GRANTOR and GRANTOR's heirs, successors and assigns, and against every person whomsoever who lawfully holds or later claims to hold rights in said estate as of the date hereof.

To have and to hold unto GRANTEE and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its hand and seal on this day and year first above written.

CITY OF IDAHO FALLS

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

\_\_\_\_\_ Print Name



STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)

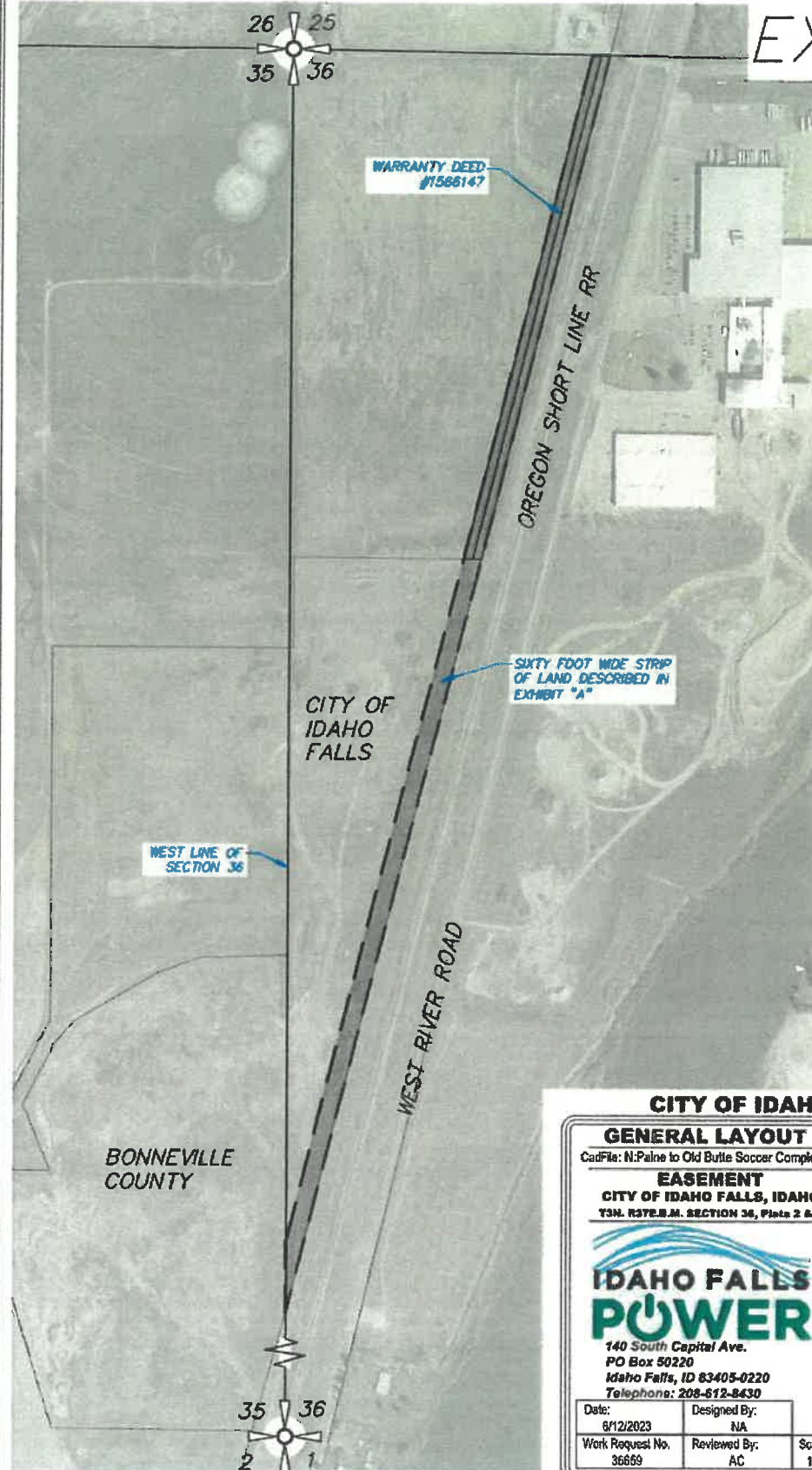
\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Exhibit “A”

## **LEGAL DESCRIPTION**

A strip of land 60.00 feet in width, lying entirely within the West Half of Section 36, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, the Southeasterly line of said strip being coincident with the Northeasterly right-of-way line of the Oregon Short Line Railroad, said strip bounded on the North by deed instrument number 1566147, said strip bounded on the West by the West Line of said Section 36.

# EXHIBIT "B"



1" = 500'

## CITY OF IDAHO FALLS EASEMENT

### GENERAL LAYOUT AND CONSTRUCTION MAP

CadFile: N:Palme to Old Butte Soccer Complex\Design\Maps \_JFP

#### EASEMENT

CITY OF IDAHO FALLS, IDAHO  
T3N. R37E.B1A. SECTION 36, Plate 2 & 3



140 South Capital Ave.  
PO Box 50220  
Idaho Falls, ID 83405-0220  
Telephone: 208-612-8430

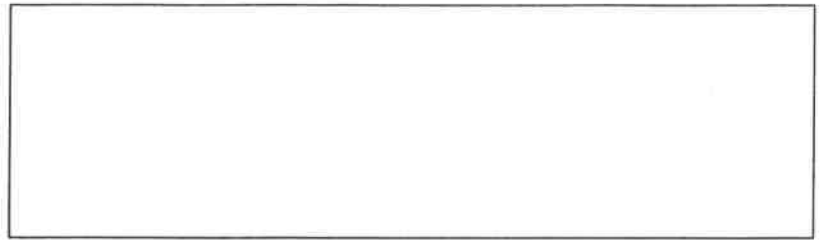
Date: 6/12/2023	Designed By: NA
Work Request No. 36669	Reviewed By: AC

Scale:  
1"=500'

Sheet: 4 of 4

REVISION:  
REVISION:

**GRANT OF EASEMENT**  
**WITH WARRANTY**



THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2023, between Bonneville County, Idaho a political subdivision of the State of Idaho, 605 N. Capital Avenue, Idaho Falls, Idaho, County of Bonneville hereinafter referred to as "GRANTOR", and the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTEE".

**WITNESSETH**

For and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain and convey unto GRANTEE, and its successors and assigns forever, an irrevocable non-exclusive permanent public utility easement over, across and under the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

**See Attached "Exhibit A", and visual depiction "Exhibit B" hereinafter referred to as the "Easement Area"**

FOR THE PURPOSE OF constructing, installing, repairing, and maintaining public utility lines, equipment, and appurtenant improvements placed on or in the Easement Area.

GRANTOR 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 the Easement Area.

GRANTOR or its heirs, successors or assigns, further agrees that GRANTOR shall construct no permanent structures upon the Easement Area, including but not limited to, buildings constructed on permanent foundations or other structures which are not readily movable with nominal expense.

GRANTOR or its heirs, successors or assigns hereby releases GRANTEE from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by GRANTOR or its successors or assigns within the Easement Area, subsequent to recording this Grant of Easement, that may be incurred as a result of GRANTEE's ordinary use of the Easement Area with due care.

GRANTOR and its heirs, successors or assigns does hereby warrant and shall defend the Easement Area in the quiet and peaceful possession of GRANTEE and GRANTEE's successors and assigns, against GRANTOR and GRANTOR's heirs, successors and assigns, and against every person whomsoever who lawfully holds or later claims to hold rights in said estate as of the date hereof.

To have and to hold unto GRANTEE and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its hand and seal on this day and year first above written.

BONNEVILLE COUNTY

By: \_\_\_\_\_  
Roger S. Christensen, Chairman of the Board of  
County Commissioners for Bonneville County

STATE OF IDAHO       )  
                                  ) ss.  
County of Bonneville    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Roger S. Christensen, known or identified to me to be the Chairman of the Board of Commissioners for Bonneville County a political subdivision of the State of Idaho that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said Bonneville County.

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

(Seal)

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

Exhibit “A”





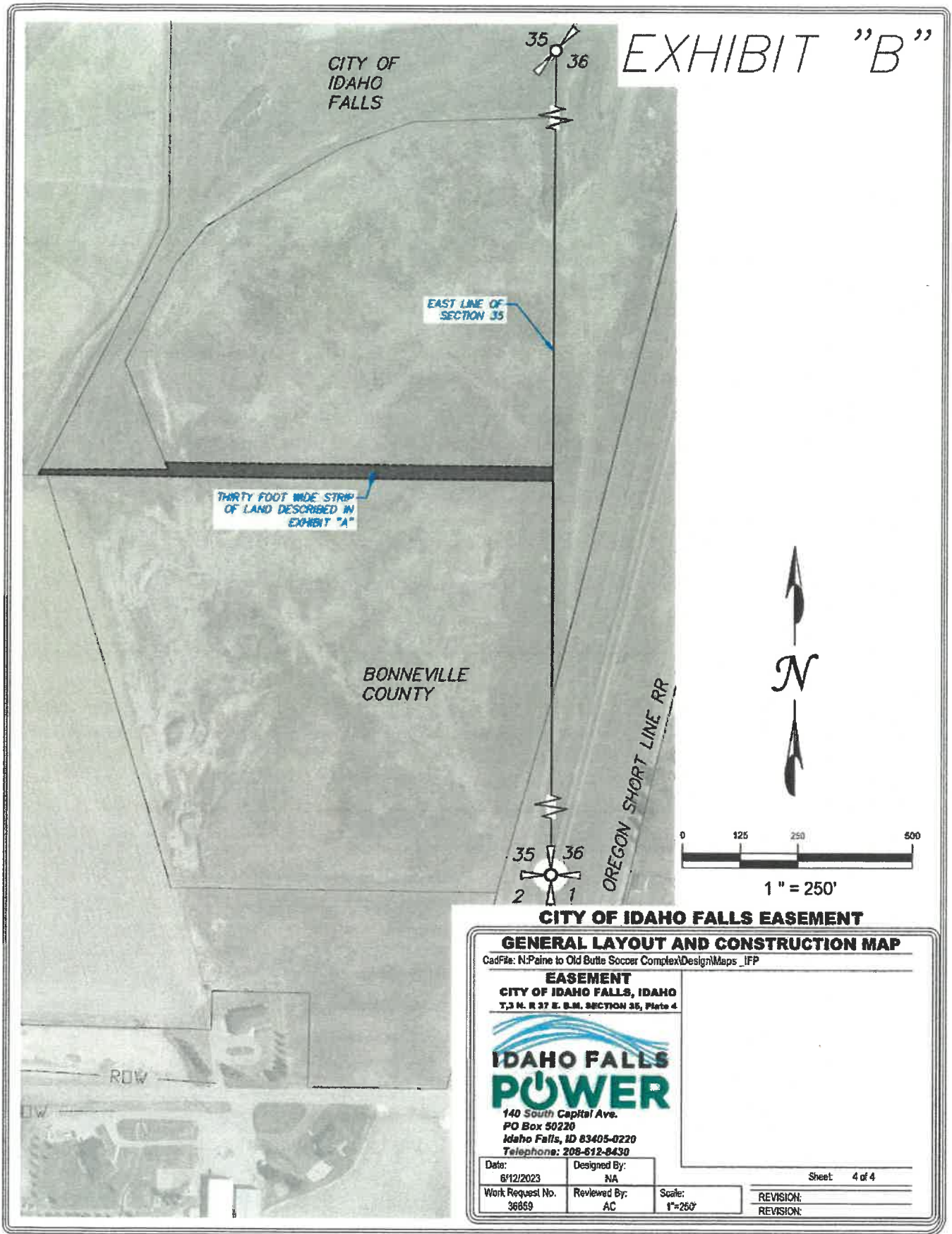
IDAHO FALLS (208) 542-2665  
REXBURG (208) 359-2665

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## LEGAL DESCRIPTION

(30 FOOT WIDE STRIP OF LAND)

BEGINNING AT A POINT THAT IS N.00°06'18"E. ALONG THE SECTION LINE 1314.82 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; RUNNING THENCE N.89°33'24"W. ALONG SAID SOUTH LINE 1095.04 FEET; THENCE N.27°00'05"E. 12.54 FEET; THENCE N.89°38'47"E. 267.86 FEET; THENCE N.22°02'43"W. 16.29 FEET; THENCE S.89°33'24"E. 827.65 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE S.00°06'18"W. ALONG SAID EAST LINE 30.00 FEET TO THE POINT OF BEGINNING.



# Memorandum

File #: 23-192

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, June 21, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

23-24 Downtown Alley Upgrade Project - Rogers

## Council Action Desired

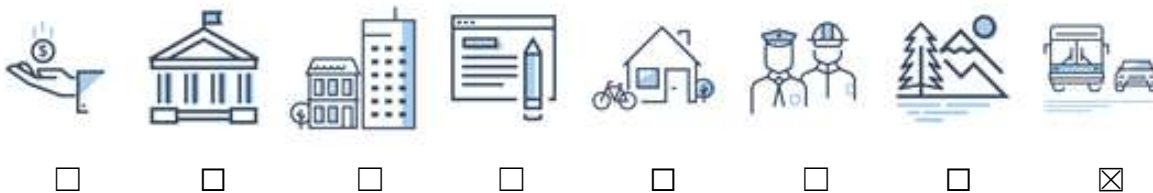
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Idaho Falls Power (IFP) requests authority to go to the open market to secure multiple contractors for the upgrades needed in the downtown alley adjacent to the Roger's Building, (or take other action deemed appropriate).

## Description, Background Information & Purpose

IFP solicited bids from qualified contractors to demolish and construct the needed alley upgrade work. No bids were received. IFP seeks Council approval to turn to the open market to attempt to secure contractors independently to perform the multiple elements of this complex project.

## Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by upgrading the electric services in the downtown alleyways, ensuring long-term reliability. This action also supports the reliability elements of the IFP Strategic Plan

## Interdepartmental Coordination

n/a

## Fiscal Impact

This work is budgeted for in the 2022/23 CIP budget.

## Legal Review

The City Attorney Department agrees this action is appropriate.

# Memorandum

File #: 23-187

City Council Meeting

**FROM:** PJ Holm, Director, Parks and Recreation Department  
**DATE:** Tuesday, June 20, 2023  
**DEPARTMENT:** Parks & Recreation

## Subject

Resolution - 2023 Waiver for Certain Fourth of July Celebration Fees

## Council Action Desired

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

Approve the Resolution and accept the Indemnification Agreement to waive Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate.)

## Description, Background Information & Purpose

This annual resolution waiving certain City fees and accepting the indemnification agreement provides support for the Community's 2023 Fourth of July Celebration.

## Alignment with City & Department Planning Objectives



This resolution aligns with the livability community-oriented result by supporting an accessible, free family-oriented community event. It also fosters economic growth by attracting visitors from all over Eastern Idaho and other states who then patronize local hotels, restaurants, gas stations, shops, etc.

## Interdepartmental Coordination

Public Works and Idaho Falls Power concur with the fee waiver resolution.

## Fiscal Impact

The labor and equipment for this event are donated by the Idaho Falls Public Works Department and Idaho Falls Power as well as the Parks and Recreation Department. The estimated cost to the city is \$8,803.72 (Parks and Recreation Dept.), \$1304.44 (Idaho Falls Power), and \$28,500 (Public Works Dept.), for a total of \$38,608.16. Services provided by

the City's Police and Fire Departments to support these events, though significant, are not calculated here as fees typically are not charged for overall public safety services.

**Legal Review**

The 2023 Resolution and Indemnification Agreement have been prepared by Melaleuca's Legal Department and approved by the City Attorney's Office.



## INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is entered into on the \_\_\_\_ day of June 20, 2023, ("Effective Date") by and between Melaleuca, Inc., an Idaho Corporation, whose address is 4609 West 65th South, Idaho Falls, Idaho 83402, ("Indemnitor") and the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 ("Indemnatee").

### WITNESSETH:

WHEREAS, Indemnatee owns, maintains, and/or controls several streets and associated streetlights in the Snake River Landing development area; and

WHEREAS, the Idaho Falls 2023 Independence Day fireworks show ("Fireworks") will be held at or near the Snake River Landing development area on July 4, 2023; and

WHEREAS, Indemnitor has an interest in ensuring that the Fireworks are successful and that the Fireworks can be seen by spectators assembled at the Snake River Landing development area; and

WHEREAS, Indemnitor believes that the Fireworks will be most successful if some of the street lights in the Snake River Landing development area are temporarily extinguished during the Fireworks; and

WHEREAS, Indemnatee is willing to temporarily extinguish some of the street lights in the Snake River Landing development area during the Fireworks if Indemnitor will indemnify Indemnatee for any losses that Indemnatee experiences due to extinguishing such street lights during the Fireworks; and

WHEREAS, Indemnitor is willing to indemnify Indemnity for any losses that Indemnatee experiences due to extinguishing such street lights during the Fireworks.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor and Indemnatee hereby agree as follows:

1. Street Lights. Indemnatee hereby agrees to turn off and extinguish the following street lights from 9:55 p.m. to 10:35 p.m., local time on July 4, 2023:

20405, 20404, 20403, 20402, 20401, 20575, 20574, 20573, 20572, 20571, 20570, 20569, 20568, 20567, 20566, 20565, 20059, 20058, 20057, 20056, 20055, 20054, 20053, 20051, 20450, 20449, 20448, 20447, 20446, 20445, 20444

2. Indemnification. Subject to the terms and conditions contained herein, Indemnitor shall indemnify Indemnitee and defend and hold it harmless, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and disbursements) (collectively "Losses") incurred by it arising from or occurring as a result of any third party claims or lawsuits ("Third Party Claims") associated with Indemnitee's failure to keep illuminated the street lights identified in Section 1 of this Agreement on July 4, 2023.

3. Indemnification Procedure.

- (a) Indemnitees shall give Indemnitor prompt written notice ("Indemnification Claim Notice") of any Third-Party Claim upon which Indemnitees intend to base a request for indemnification hereunder. In no event shall Indemnitor be liable for any incremental increases in Losses that result from any unreasonable delay by Indemnitee in providing an Indemnification Claim Notice. Each such Indemnification Claim Notice shall contain a description of the Third-Party Claim and the nature and amount of such Loss (to the extent that the nature and amount of such Loss are known at such time). Indemnitees shall promptly furnish to Indemnitor copies of all papers and official documents received in respect of any Losses.
- (b) Upon tendering an Indemnification Claim Notice to Indemnitor, Indemnitee shall surrender its rights to control and defend the Third-Party Claims and Indemnitor shall have the right to control and defend the Third-Party Claim in such manner as it may deem appropriate. Indemnitor shall select counsel, contractors, experts, and consultants of recognized standing and competence reasonably acceptable to the other party; shall take reasonable steps necessary in the investigation, defense or settlement thereof; and shall diligently and promptly pursue the resolution thereof. Indemnitee shall provide Indemnitor with assistance and shall fully cooperate with Indemnitor in defending any Third-Party Claim.
- (c) Indemnitor shall not settle any Third-Party Claim without the prior written consent of Indemnitee, which consent shall not be unreasonably conditioned, withheld, or delayed; provided, however, that any such consent of Indemnitee shall not be required if any such settlement involves only the payment of money by Indemnitor and does not involve any admission of liability or wrongdoing on the part of any Indemnitees or an injunction against Indemnitees.

4. Assignment. This Agreement may not be assigned by either party without first obtaining the prior written consent of the other party. This Agreement shall be binding

upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignment by a party in violation of this section shall be null and void.

5. Governing Law. This Agreement shall be governed and interpreted in accordance with the law of the state of Idaho, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereby consent to the jurisdiction of the federal and state courts of Idaho and agree that any legal proceedings regarding or involving this Agreement shall be brought exclusively in the federal or state courts of Idaho.

6. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby. No amendment, modification, release or discharge of this Agreement shall be binding upon the parties unless in writing and duly executed by authorized representatives of both parties. No modification to this Agreement shall be affected by the acknowledgment or acceptance of any purchase order, invoice or similar documents containing terms or conditions at variance with or in addition to those set forth herein.

7. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

8. Notices. All notices hereunder shall be in writing and delivered: (i) personally; (ii) by registered or certified mail, postage prepaid, return receipt request; or (iii) by reputable overnight courier service maintaining records of receipt; in each case, to the following addresses of the respective parties:

If to Indemnitee:      City Attorney  
                                 The City of Idaho Falls  
                                 375 "D" Street  
                                 Idaho Falls, Idaho 83405

If to Indemnitor:      General Counsel  
                                 Melaleuca, Inc.  
                                 4609 West 65<sup>th</sup> South  
                                 Idaho Falls, Idaho 83402

Notices shall be effective upon receipt if personally delivered, on the fifth (5<sup>th</sup>) business day following the date of mailing if mailed, or one day after dispatch if sent by overnight courier service. A party may change its address listed above by notice to the other party.

9. Counterparts, Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart of each such instrument.

10. No Third-Party Beneficiaries. This Agreement is for the benefit of Indemnitor and Indemnatee only and shall not inure to the benefit of any third parties.

11. Enforcement of this Agreement. Should either party bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and expenses, to be paid by the non-prevailing party, as fixed by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.


ATTEST:

INDEMNITEE  
CITY OF IDAHO FALLS, IDAHO

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

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

INDEMNITOR  
MELALEUCA, INC.

By  \_\_\_\_\_  
THOMAS K. KNUTSON  
CHIEF FINANCIAL OFFICER

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, Ph.D., known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

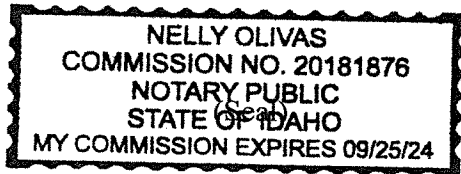
(Seal)


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

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this 20 day of June, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Thomas K. Knutson, known or identified to me to be the CFO, and acknowledged to me that they are authorized to execute the same for and on behalf of Melaleuca, Inc.

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



  
\_\_\_\_\_  
Notary Public of Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 9/25/2024

# Memorandum

File #: 23-184

City Council Meeting

**FROM:** Corrin Wilde, City Clerk  
**DATE:** Thursday, June 8, 2023  
**DEPARTMENT:** Mayor's Office

## Subject

Minutes from Council Meetings

## Council Action Desired

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

December 5, 2022, Work Session and December 8, 2022, City Council Meeting  
 June 5, 2023, Work Session and June 8, 2023, City Council Meeting

## Description, Background Information & Purpose

December 5, 2022, Work Session and December 8, 2022, City Council Meeting  
 June 5, 2023, Work Session and June 8, 2023, City Council Meeting

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

N/A

## Fiscal Impact

N/A

## Legal Review

N/A

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**Thursday, December 8, 2022****7:30 PM****City Council Chambers**

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**1. Call to Order**

**Present:** Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor Radford, Councilor Hally, Councilor Freeman, Councilor Francis; and Councilor Burtenshaw

**Also present:**

All available Department Directors  
Randy Fife, City Attorney  
Jasmine Marroquin, Deputy City Clerk  
Corrin Wilde, City Clerk

**2. Pledge of Allegiance**

Mayor Casper led those present in the Pledge of Allegiance.

It was moved by Councilor Francis, seconded by Councilor Burtenshaw to remove Item 5(C)(1) Ammunition Purchase for the Police Department from the Agenda, and move it to the next Council meeting. The Good Faith reason for the change is a note from the legal department saying that they have come across a discrepancy in the process, and they need to work that through. The motion carried by the following vote: Aye – Freeman, Francis, Hally, Radford, Burtenshaw, Dingman. Nay – None

**3. Public Comment**

No one appeared.

**4. Consent Agenda****A. Office of the Mayor**

- 1) Appointments to City Boards, Committees and Commissions

**B. Fire Department**

- 1) Mountain America Center Service Agreement
- 2) Wittman Enterprises, LLC Billing and Collection Services Agreement

**C. Municipal Services**

- 1) Annual Microsoft Software Product License Purchase for Information Technology
- 2) Treasurer's Report for October 2022
- 3) 2022 Second Quarter Impact Fee Report
- 4) License Applications, all carrying the required approvals

It was moved by Council President Ziel -Dingman, seconded by Council 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 Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay –None

## 5. Regular Agenda

### A. Office of the Mayor

#### 1) Appointment of City Treasurer.

Councilor Francis asked Director Alexander that it seems that the Controller's office is busy in budget time, and he is concerned about adding something to that position's plate and would like Director Alexander to explain why that works for Municipal Services. Director Alexander stated that since the organization has grown over the past years, they are looking at doing some efficiencies to the Department, and one of the things that they felt very clear about with the finance team, is being able to merge both the Treasurer's Office and City Controller's Office into a finance division. Director Alexander stated that it is similar to how other Cities of similar size do it, covering both the utility billing side and the accounting side. Director Alexander stated that this appointment is the first step in a reorganization that would allow those two divisions to come together and work together and share staff. There will be positions coming forward to provide support for the City Controller and Treasurer position. Councilor Francis stated that this could be called a first step in a larger organization coming forward in the near future. Director Alexander stated first they need to make the appointment; second update the City Code for the specific department; and then after they will make suggestions on titles and merging the two divisions into one division.

Councilor Hally stated that a lot of times the Treasurer being separated from the Accounting Department could be seen as a checks and balance system, and if they merge them, where do they get the checks and balance system?

Director Alexander stated that they are fortunate to have a City Controller that has a CPA and so that alone with the licensure that is required with that allows for the discipline and the separation, and the internal control piece that they can put together. Director Alexander stated that the key is that Mr. Hagedorn is a CPA, so he is already committed and licensed to provide the neutrality that is necessary for both positions to function. Mayor Casper added that since Mr. Hagedorn has begun his career with the City has been a leading voice for establishing internal controls, and they have modified several positions within the department between the time that Director Alexander has been here, and with the input of Mr. Hagedorn.

Councilor Hally is not questioning Mark Hagedorn as he has tremendous skills, but he is looking at the long term in the future, and big organizations let it slip and there weren't enough checks and balances to realize what was going on. Councilor Hally stated that checks and balances are important.

Director Alexander added that the intention is to keep the investment finance committee in place which would allow for an opportunity for those presentations that they have monthly, and an opportunity to look at the checks and balances at the committee level prior to auditors being onsite to look at things.

City Attorney Randy Fife stated that it is not on the agenda to change the structure of Municipal Services, and the appointment of Mr. Hagedorn doesn't obligate the Council to make the change to the structure, and the action item at this time is to decide whether you want to appoint Mr. Hagedorn, and the vision presented today does not obligate the Council or the Mayor to change the current structure.

Councilor Burtenshaw clarified that the Treasurer is set by appointment, and through Ordinance as identified. Councilor Burtenshaw asked if the Controller is the same kind of position. Mayor Casper stated no, not all, and State Law and City Ordinance both require they appoint the Treasurer. Councilor Burtenshaw stated that at any time it can be up to Municipal Services to decide who the new Controller will be. Mayor Casper clarified that right now the organization of Municipal Services is controlled by the Director, and by the City Code Title 3, Chapter 3, and within that Code are the rules that govern how the department can be organized. Mayor Casper stated that now is not the time for the reorganization



discussion, but there is consistency in how the various departments are governed in Title 3, and that is something on the docket for Council's consideration in the future. Mayor Casper stated that when they look at Title 3, Chapter 3 for Municipal Services, they could change any of the structures. Mayor Casper stated that it has been important to her as an administrator that the Directors have as much flexibility to manage their departments, according to the dictates of their profession, and what works for their management style. Councilor Burtenshaw stated she has relied heavily on the Controller in the past for budgetary purposes. Mayor Casper clarified that the Treasurer will be both. Councilor Burtenshaw feels it is a lot for one person.

It was moved by Council President Dingman, seconded by Councilor Freeman to Confirm the appointment of Mark Hagedorn to be the Idaho Falls City Treasurer. The motion carried by the following vote: Aye- Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay – None

## **2) Appointment of City Clerk**

It was moved by Council President Dingman, seconded by Councilor Burtenshaw to Confirm the appointment of Ms. Corrin Wilde to be the Idaho Falls City Clerk. The motion carried by the following vote: Aye- Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay – None

Mayor Casper invited Corrin Wilde, now appointed as City Clerk, to come forward and take her position as City Clerk. Mayor Casper thanked Jasmin Marroquin for her help in acting as City Clerk. There was well deserved applause.

## **B. Municipal Services**

### **1) Amend City Ordinance - Title 3, Chapter 3 and Title 1, Chapter 15 of City Code**

Municipal Services Director Alexander stated that the Municipal Services Department is one of the larger departments for many years, and served as the City Management Department, and over the years they have been looking at efficiencies of the department and finding ways to build in those efficiencies. Director Alexander presented an amendment to the City Code Title 3, Chapter 3, and Title 1, Chapter 15. Director Alexander stated that this is step one of multiple steps to reorganize the Municipal Services Department.

Director Alexander stated that the request tonight is to remove the City Clerk's Office from the Municipal Services Department, and now that they have a Chief of Staff, they can integrate the City Clerk's functions and duties into that area of operations. Director Alexander stated that they are also reorganizing the Municipal Services Department to build on the efficiencies that she was explaining earlier.

City Attorney Randy Fife clarified that he thinks that what this Ordinance does is take the statutory requirement of having the Clerk in the Municipal Services Department and release it from the necessity to be there, it doesn't necessarily move it to a Chief of Staff, or the Mayor's Office, or any place in particular, it allows a decision to be made organizationally about the Clerk that would not require a change in the code in the future.

Mayor Casper stated that it has been an important managerial tenant (Directors, Mayor, Chief of Staff) that there is maximum flexibility to organize in whatever way seems appropriate for the structure. This amendment will provide latitude, and the intent is to house the supervision of the City Clerk within the Mayor's office and the Chief of Staff would keep tabs on the needs of that department. Mayor Casper stated that the City Clerk position is a statutory position, and it has responsibilities that are dictated by State Law and City Code, so there is a great deal of independence built into the role.

Councilor Francis asked for clarification and stated that if he understands they are removing words from Title 3, Chapter 3, and then making a minor change from 5 divisions to 4 divisions, and for Title 1, they are leaving everything as it is on 115-7 and then adding these 3 points (a, b, c), as there is already some wording about the public records custodian being the City Clerk.

Randy Fife, Esq., stated that (c) doesn't change, it is just a different letter, it was already there, so when they were talking about taking it out, he just took the language that is now in Municipal Services and put it together with what was already the Custodian Record.

Councilor Francis clarified that the full wording for 115-7 will be what is red-lined.

It was moved by Council President Dingman, seconded by Councilor Francis to approve the changes to Title 3, Chapter 3 to reorganize Municipal Services Department responsibilities and approve the changes to Title 1, Chapter 15 to describe City Clerk status and duties under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye – Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay – None

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

ORDINANCE NO. 3495

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 3, CHAPTER 3 AND TITLE 1, CHAPTER 15 TO DESCRIBE CITY CLERK STATUS AND DUTIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

### **C. Community Development Services**

#### **1) Legislative Public Hearing: Amendments to City Code Title 11, Zoning Code**

Mayor Casper opened the public hearing on Amendments to City Code Title 11, Zoning Code.

Director Brad Cramer appeared and presented the following:

Director Cramer stated that at least once a year they try to bring changes to development codes, and tonight it is the Zoning Ordinance. Director Cramer stated that the proposed Code changes are a mixture of housekeeping items, and some are more substantive. Director Cramer walked through a few of the changes that the staff proposed that the Planning and Zoning Commission recommended denial of, and the staff does not agree with that decision. Director Cramer stated that it is not often that staff and P&Z are at odds, in that way, but staff felt these changes were important enough to continue to recommend approval.

Director Cramer directed the Council to the Minutes on page 113 of the packet, so you can see how the motions went. Director Cramer explained that the first motion, was the change to allow 3 units attached in the R1 zone, instead of 2 units, and that is more of a housekeeping item, although it doesn't sound like it. Director Cramer explained that for as long as he had worked for the city the R1 zone allowed 3 units to be attached, and when they updated the Code in 2018, the consultant that was putting the Code together changed it to 2, and they didn't catch it until someone tried to do 3 units. Cramer stated that they have discovered that it had been changed and it wasn't caught, but it makes sense in the R1 zone to find 3 units attached throughout the city, and the staff felt it was a reasonable chance to change it back.

Director Cramer moved on to the next change that discussed the employees allowed for home occupation daycares. Director Cramer explained that home occupations are designed with a standard so that residential areas, keep residential character, and one of the conditions for in-home business, is that no outside employees (that don't live at the residence) can work at the home occupation. Director Cramer stated that the experience with Covid and rising housing costs and inflation is that daycare is a critical service, and in-home daycares are a challenge without outside help. Director Cramer explained that this Code would allow an in-home daycare to have 1 employee that doesn't reside at the residence, and there was a concern raised by the Commission about parking, but the way the parking was addressed wasn't pertinent to the change being made. The concern appeared that they were allowing more children to be provided for at the residences than they previously had allowed, and that is not the case. Director Cramer stated that any home running a daycare can do a family daycare (1-6) or a group daycare (6-12), and that amount doesn't change. Director Cramer feels the confusion was that the zoning code regulates some aspects of daycare, and you also have other codes, building, and fire codes that have a role in daycares, and the City has a separate daycare ordinance that talks specifically about provider-to-children ratio, and this change to allow an employee in the home would not put a home in a state that it could grow beyond the 12 kids despite the ratios. Director Cramer feels this is a reasonable accommodation for daycare providers that other communities are doing.

Director Cramer moved to the residential units above the 1st Floor in the R&D Zone. P&Z recommended denial of that change due to some concerns about the language, and whether that should be allowed above a laboratory. Director Cramer stated that staff is concerned because the laboratory is a broad term that isn't clearly defined, but Kerry Beutler (Assistant Planning Director) visited with the building official and confirmed that any use that would be on the main floor of a building that would have residences above it, there are building codes that would protect against insecure or unsafe conditions happening, so if there was a lab, the building and fire code would address any safety issues that would involve separation of those uses. Director Cramer feels comfortable that any of the safety concerns that were raised by the Commission were going to be addressed through other Codes, and it is appropriate to allow residences on the upper floors in that zone. Director Cramer pointed out that at the bottom of page 117, Table 11-2-3 the heading reads "Allowed Uses in Industrial and Special Purpose Zones" The table is labeled "Allowed uses in Industrial Zones" and then the table carries on with both industrial and special purpose. Director Cramer is recommending that the title be adjusted so it says, "Allowed uses in Industrial and Special Purpose Zones".

President Dingman wanted to understand the minutes in the packet and stated that there was a commissioner that thought that part of the Code Change was allowing from 6 children in the home daycare up to 12, and that was the thing he was uncomfortable with. Director Cramer agreed with President Dingman.

Mayor Casper stated that a feature of this request by staff is to make changes according to the staff's direction, rather than the Commission's direction. Mayor Casper stated that the Commission is not going overboard or off the rails with concerns, but Staff has identified that other ordinances cover all the things, and everything doesn't have to be solved within a single ordinance.

Director Cramer stated that they value the recommendations and opinions the Commission gives, but this was a case that they felt that those recommendations were covered elsewhere, and it should be comforting in a sense that they do look at Code every year, and so if it turns out that they need to require parking for the employee that comes to the daycare, which was the concern, that can be done.

Mayor Casper opened the hearing to the public for testimony.

No one appeared in support or opposition.

Mayor Casper closed the public hearing.

Councilor Francis stated that overall, he thinks this set of changes is part of how you gradually make reality out of the Imagine IF Comprehensive Plan. Councilor Francis stated that the concept of the R&D Zone allowing residential on the upper floors is part of what will make the Innovative District work as a walkable, livable, workable, area of the city.

Councilor Francis stated that as part of the walkable/livable the Zone R3A would now allow small food stores so people can walk to the store from their residences. Councilor Francis was concerned earlier when they said a lot of R3A coming up in the area on the north side of town. Councilor Francis feels it is important to realize the daycare issue is a community issue because when a daycare closes because of an illness of the owner of the daycare, it spins out into jobs in the business community because people must stay home to care for their child.

Councilor Francis stated that the parks being labeled Public Space has been difficult because the National Parks Service thinks if it is labeled Parks, then they have to use it as a park, and that has prevented the city from doing some land and water conservation.

Councilor Freeman stated that it is erroneous to expect a person who has daycare in their home to be there every day, and not be sick, not travel, etc. Councilor Freeman stated that when that daycare closes, it affects all the people that go there, their jobs, and their families.

Councilor Freeman stated that they have been trying to find ways to ease the burden on daycare centers, and they have changed ordinances in other ways to help, and he is in support. Mayor Casper stated that on-street parking can be a problem in crowded neighborhoods, but it may be less of a problem than having a daycare closed.

Councilor Francis clarified that Director Cramer's comment about changing the title for the table is a mechanical thing and it doesn't need to be added to the motion. Mayor Casper agreed.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Approve the Ordinance amending City Code Title 11, Zoning Code, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye – Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay – None

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

#### ORDINANCE NO. 3496

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 11, WITH LANGUAGE CONSISTENT WITH THE COMPREHENSIVE PLAN AND CITY CODE PROVISIONS; STANDARDIZING SETBACKS, BUFFERS AND DENSITY CALCULATIONS; MINOR CHANGES RELATED TO DWELLINGS, HOME DAY CARES, INTERNAL LANDSCAPING REQUIREMENTS FOR COMMERCIAL PROPERTIES; RENAMING THE PARKS AND OPEN SPACE ZONE TO THE PUBLIC ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

#### **2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Look Subdivision Division 1.**

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Approve the Development Agreement for the Final Plat for Look Subdivision Division 1 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye – Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay – None

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Accept the Final Plat for Look Subdivision Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. 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 Look Subdivision Division 1 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye – Councilors Radford, Freeman, Burtenshaw, Francis, Dingman, Hally. Nay – None

**3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Look Subdivision Division 2.**

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Approve the Development Agreement for the Final Plat for Look Subdivision Division 2 and give authorization for the Mayor and City Clerk to sign said agreement. The motion carried by the following vote: Aye – Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay – None

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Accept the Final Plat for Look Subdivision Division 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion carried by the following vote: Aye – Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. 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 Look Subdivision Division 2 and give authorization for the Mayor to execute the necessary documents. The motion carried by the following vote: Aye – Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay – None

## **6. Announcements**

Mayor Casper announced that this is a holiday month and there is a lot of travel, they had determined to have a Council meeting this week and next week, and the work sessions, there was a brief work session, and next week they have light business items, and Mayor Casper believes it is more responsible to hold one meeting, than two because of light agendas. Mayor Casper announced that she is open to communication after the meeting to guide in determination of a work session with business items, or an evening meeting with a bit of discussion.

President Dingman stated that the open house for Airport Tenants is always a good time it will be in the meeting room behind the foyer area, near the board room. That is for all those that are part of the airport community.

Mayor Casper stated that Saturday there is a fundraiser for the War Bonnet Association. Councilor Radford confirmed and stated that it might be too late to get tickets, as they are sold out.

Mayor Casper reminded that next week is the UAMPS Annual meeting, in Salt Lake, next Wednesday in the morning.

Mayor Casper announced that the Christmas Holiday will be observed on Monday the 26<sup>th</sup>.

## **7. Adjourned**

There being no further business, the meeting adjourned at 8:30 PM

s/ Corrin Wilde  
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper  
Rebecca L. Noah Casper, Mayor

## December 5, 2022, Council Work Session

The City Council of the City of Idaho Falls met in Council Work Session, Monday, December 5, 2022, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls at 3:00 p.m.

### Call to Order and Roll Call

There were present:

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

Absent:

Also present:

Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Duane Nelson, Fire Chief  
Eric Day, Paramedic Division Chief  
Jasmine Marroquin, Deputy City Clerk  
Corrin Wilde, Accounting Clerk

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

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

Mayor Casper distributed calendar items for December, she noted that she had attended a meeting from Tuesday to Thursday called the Department of Energy Inter-Governmental meeting where 6 entities such as the National Governors Association, The National Association of Attorneys General, The National Conference of State Legislatures, The Energy Communities Alliance, The State and Tribal Government Working Group; and The Environment Council of the States come together to collaborate. Mayor Casper stated that she is happy to share that agenda and share information about the meeting. She noted that she participated on a panel for the workforce. Mayor Casper stated we are getting into the legislative session and last Thursday and Friday all our legislatures met and elected leadership and organized themselves into committees. Mayor Casper provided a list of all the committees.

Mayor Casper stated AIC (Association of Cities) will have a board meeting every Friday to discuss Legislative issues. She noted AIC tracks issues that they have an interest in as well as other bills that relate to cities. She said there is a bill called The Unwarranted Invasion of Personal Privacy, addressing when to release personal information and Representative Marco Erickson will be carrying that bill for us. Mayor Casper stated the second bill is called Municipal Media Recordings and will address the need to keep recordings from dash cameras, body cameras; and surveillance cameras. Mayor Casper noted those bills will be carried by both AIC and lobbyists and the meetings on Fridays will report on how those bills are progressing as well as other bills cities care about.

Mayor Casper said the Chamber to which the City of Idaho Falls belongs has a discussion every week with the Legislators and it is a chance to ask questions about Idaho Falls specific items.

Mayor Casper noted that on January 12, we have a City Council meeting, and it is not preceded by a work session because on Monday the 9th council members will be in Boise for ICUA (Idaho Consumer Owner Utilities

## December 5, 2022, Council Work Session

Association). Mayor Casper stated on January 23rd there is a Monday Work Session but on January 26th we will be just finishing up from City Officials Day and if the weather isn't cooperative, it may be difficult to get here in time for the Thursday night Council meeting. Council members feel getting home quickly in winter weather may not be ideal and opted for a Work Session on January 23, which may include items you normally see on the agenda for a regular Council meeting.

Mayor Casper introduced Corrin Wilde giving a little background on her employment with the city's finance department working under Mark Hagedorn. Mayor Casper stated she has been selected out of a large field of applicants and would like to appoint Ms. Wilde as the next City Clerk. She noted you will see the appointment of Ms. Wilde on the agenda for Thursday night for your consideration. Mayor Casper also announced the retirement of Julie Lacey and noted she has been with the city for 36 years and that kind of commitment and longevity is rare. Mayor Casper also announced Community Development Services Director Brad Cramer is going to be moving on to another position outside the city. She noted January 4th is his last day. Mayor Casper also noted that she is sad to see Mr. Cramer leave us, as he has been great asset to the city. She said Mr. Cramer is destined for great things and is excited about the opportunities for him.

### Liaison Reports and Councilmember Concerns:

- Council Present Ziel-Dingman stated the GIFT board meeting is listed on the calendar incorrectly and has been noticed for Wednesday, December 7th at 11 am held in the Annex building and there is not a board meeting on December 20th. She also noted that the IDA Board meeting for the airport has been canceled and moved to January 24th. Council President Dingman stated the airport enplanement for November is strong and only 100 passengers short of our record-breaking November 2021. She noted the reason they may not have broken last year's record is that Allegiant was forced to cancel 20% of their flights that were scheduled to land at John Wayne airport in California. Council President Dingman stated Director Cloutier is at an ACI (Airports Council International) meeting in Washington DC and will return on Thursday. Councilor Dingman stated the IDA Tenant Holiday Brunch and Open House is this Friday however she noted The Greater Idaho Falls Association of Realtors luncheon is at the same time and has already RSVP for the legislative GIFAR luncheon so she will not be attending Friday but maybe someone will, and we will be able to get an update.
- Councilor Hally did not have anything to report.
- Councilor Radford stated Idaho Falls Power is having a community engagement breakfast tomorrow morning. There is an agenda and an intent to have an orderly flow of information. Councilor Radford stated the zoo did end up closing and will not be open on the weekends, and he does encourage people to go look at the lights throughout the Memorial Drive.
- Councilor Francis did not have anything to report.
- Councilor Freeman did not have anything to report.
- Councilor Burtenshaw stated that she did go to the Parks and Recreation Commission meeting today and Gateway from Kelly Canon did a presentation about putting a snow hill in at Ryder Park instead of Heritage Park. This is something that will work its way to the Council.

### Fire Department: Discussion Extension of Billing Services Contract with Wittman.

Fire Chief Duane Nelson and Paramedic Division Chief Eric Day appear; Chief Nelson is discussing a contract for billing services with Wittman Enterprises. Chief Nelson says they are proposing an amendment to the current Wittman contract that is due to expire in one year. Chief Nelson stated this amendment extends the contract to a five-year. He said they are bringing this forward because there has been a significant change within the contract due to the addition of GoSB, LLC services and a reduction of the percentage Wittman will request for payment. Chief Nelson stated we used to do our billing in-house. Mid-year 2014 we selected Wittman Enterprises to begin



## December 5, 2022, Council Work Session

doing our billing collections. Since that time, the billing collection rate has continued to go up. Chief Nelson stated that in 2019 the operations changed slightly. He said for the first time, probably ever, we are showing in the black. Chief Nelson stated having this ability to have this revenue fund manage itself frees up the general fund and doesn't put so much pressure on the general fund accounts. Chief Nelson refers to Slide-2 indicating billing amounts for each year since partnering with Wittman. He said the blue line is the billed amounts. Adjustments are contractual adjustments like Medicaid / Medicare or dollar amounts that must be adjusted due to partnerships with insurance companies. He said the collected amount is in red, and the Wittman cost is at 5% with the current contract. He said the amount we pay Wittman to provide these services is relatively small. Chief Nelson stated that Chief Day has been working with Wittman and changing these things in the contract and extending the contract has allowed us to decrease that a half a percent more.

Chief Day said GoSB (Gulfstream Outsourcing and Specialized Billing) is a specialized billing company that pursues EMS billing against auto insurance companies. He said the ambulance bill doesn't go to the customer or the health insurance company; instead, it is billed directly to their auto insurance. He said there is statutory protection to help ensure those companies that the customer is already paying for, do pay their ambulance bills. He said because the billing is going to the auto insurance we are not bound by the Medicaid/Medicare reimbursement rates. We can bill and collect at our fee schedule rate. Chief Day stated it removes the burden from the patient and improves our overall billing.

Chief Nelson said the company provided a proof of concept. He stated the city gave them information for what could be potentially billed for those vehicle accidents from 2017 to 2021 and they were able to bill out \$437,390.32 of which had been sent to collections or written off, and some of them were contractual adjustments with Medicaid/Medicare. They were able to collect \$197,427 which is a 45% collection rate on those dollars so far, that we would not have otherwise been able to collect. Chief Nelson stated that is about a \$40,000 per year increase to the EMS fund. Chief Nelson noted that as of September 2022, they have collected just under \$26 thousand. Chief Day feels it's important to know that these were accounts that were least likely to collect on. He said with current billing they are confident they will have a substantially higher collection rate.

Councilor Burtenshaw wanted to know if there was any drawback to this. Chief Nelson stated the biggest drawback is the high percentage we are paying Wittman which is 12% and is a higher percentage than using a medical billing company. He said after collecting a coupled Medicaid/Medicare at their rate it makes up for it.

### Fire Department: Discussion EMS Event Contract with Mountain America Center.

Chief Nelson presents a new contract a service agreement with Centennial Management Group of Idaho LLC, dba Mountain America Center. Chief Nelson stated Mountain America Center needs EMS services at their events for the patrons attending the events. Chief Nelson says if the center is at full capacity there could be 6,000 people at an event and there is a need for services. Chief Nelson stated they have been working through the process with Eric Hudson and Andy Birch and have come to an agreement that will reimburse us at the fee Resolution rate. Chief Nelson stated we have the fees built into the Resolution for EMS personnel on standby, ambulance standby rates, and fire engine standby rates, and have all been included in this Service contract. Councilor Freeman asked if he was taking overtime people to cover these events. Chief Nelson agreed that it will be off-duty personnel.

### City Attorney's office: Fall Creek Homes Impact Fee Appeal Written Decision.

Assistant Attorney Michael Kirkham presented a written decision regarding the Fall Creek Homes Impact Fee Appeal. Mr. Kirkham stated this written document is the Council's decision and if there are things, elements, or reasoning that are missing in this draft that you want to be reflected in it, he will take your changes or modifications. Mr. Kirkham stated this is an opportunity for him to hear what it is that council wants to be reflected in its decision. Mr. Kirkham stated if this decision is accepted as it is written what he would want the Council to do today is to vote to accept it as the written findings and conclusions of your opinion and that he would ask the individual Council members to sign it. He noted if there are changes that need to be made, we will make those changes and then distribute a copy for your signature. Mayor Casper asked Council members if there is any merit to the idea that we were out of compliance with the 30 days and we did offer a date that was closer

**December 5, 2022, Council Work Session**

than the date we had but they had a conflict and wanted to push it to the next meeting. Mayor Casper wanted to ask if there was any calculation of that in terms of the 10% as she was not sure of the logic for that and wanted to clarify if that was based on an approximation of how much of the year. Mr. Kirkham agreed and noted that the Council came to that decision taking into consideration everything including the reason we had the hearing on November 22, and it was agreeable that there was a month delay from staff.

Councilor Radford wanted to know from Mr. Kirkham if in terms of litigation on going will there be the ability to converse if they are not happy with the settlement. Mr. Kirkham stated they will not have opportunities to seek a review of this decision until it is issued and if the legal department receives communication that there will be imminent likely litigation, it would be brought to the Council's attention in an executive session. Mr. Kirkham noted that if they are not satisfied with the decision Council made, they could ask a judge to review the decision.

It was moved by Councilor Francis, seconded by Council President Dingman to approve the written findings and conclusion for the Fall Creek Homes impact fee appeal as submitted. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay – None

There being no further business, the meeting adjourned at 4:22 p.m.

s/Corrin Wilde  
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper  
Rebecca L. Noah Casper, Mayor



# City Council Meeting Minutes - Draft

501 S Holmes Ave  
Idaho Falls, ID 83402

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**Thursday, June 8, 2023**

**7:30 PM**

**Idaho Falls Civic Center**

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## **1. Call to Order**

**Present:** Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor Radford, Councilor Hally, Councilor Freeman, Councilor Francis; and Councilor Burtenshaw

### **Also present:**

All available Department Directors  
Randy Fife, City Attorney  
Corrin Wilde, City Clerk

## **2. Pledge of Allegiance**

Mayor Casper led those present in the Pledge of Allegiance.

### **Public Comment**

No one appeared.

### **Consent Agenda**

#### **A. Office of the Mayor**

- 1) Appointments to City Boards, Committees and Commissions

#### **B. Public Works**

- 1) Bid Award - 65th North Water Main, Glen Abby Circle to Idaho Canal

#### **C. Municipal Services**

- 1) Fourth Quarter Impact Fee Report

#### **D. Idaho Falls Power**

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

#### **E. Office of the City Clerk**

- 1) License Applications, all carrying the required approvals

It was moved by president Ziel -Dingman, 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 Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay – None

## **5. Regular Agenda**

### **A. Idaho Falls Power**

#### **1) Sole Source Purchase of Electric Revenue Meters**

Assistant General Manager Stephen Boorman appeared. Mr. Boorman stated the city made the decision in 2012 to purchase from Elster Meters which has since been bought out by Honeywell. He said we have bid this out, but there is only one vendor. Mr. Boorman stated it is more efficient to declare this sole source purchase because we must purchase them from this company for our AMI systems to work.

It was moved by Councilor Radford, seconded by Councilor Freeman Pursuant to State Code sole purchasing requirements, Council finds that the city's Elster AMI system is compatible with only Honeywell meters and because compatibility of equipment, component, accessories, computer software, replacement parts, or service is the city's paramount consideration of purchase of these meters, Council authorizes city staff to advertise the city's intent to make a sole source procurement pursuant to Idaho Code and authorizes staff to then issue purchase orders to Honeywell Corporation or their distributor for IFP's revenue meters. The motion carried by the following vote: Aye – Councilors Freeman, Francis, Hally, Radford, Burtenshaw, Dingman Nay – None

### **B. City Attorney**

#### **1) Day Care Ordinance - Background Check Alignment with State Code**

City Attorney Randy Fife appeared. Mr. Fife stated for the past number of years there has been discussion about what is the difference between the city's daycare ordinance and the state's daycare ordinance. In the last discussion with council, it became clear to our office that what the council wanted to see was an ordinance that strips out all the disqualifications based upon criminal behavior that is not required as a minimum requirement by the state. Mr. Fife noted that it does not change any of the other requirements. He said the city ordinance still has differences between it and the state but when it comes to a disqualification because of criminal behavior it matches the state. Mr. Fife stated the city requires certain outdoor spaces, it regulates family daycare licensing, and we will still license the childcare workers.

Councilor Burtenshaw pointed out that on page 3 under section B (3) stating "Where a registered sex offender resides on the Premises where Day Care services are provided." and feels that sentence should be left in the ordinance. Councilor Burtenshaw is in favor of everything else that has been removed to get us more aligned with the state. Mr. Fife stated the council asked the attorney's office to strip out all things that were different from the state and that is why that sentence has been struck out.

Councilor Francis is concerned about the city aligning with the state and feels the state is not strict enough. He said he would rather go through the code and take out a few things rather than just align with the state. Councilor Francis gave examples on page 5 section F. He says things like Misdemeanor domestic violence, Misdemeanor Assault or Battery, and Stalking in the second degree, are all things that could put children at risk because you have someone that has anger management problems.

# City Council Meeting

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Councilor Francis referred to a conversation with Mr. Kirkham months ago and that we must be careful that we are not writing terms about behaviors we do not like, it must be behavior that threatens children when licensing a caregiver. Councilor Francis stated that based on some appeal hearings we have had, we may be uncomfortable with 5 years for Petit Theft and could take that to 3 years. Councilor Francis stated childcare is essential for parents in this community and there is no way a parent can investigate a caregiver and it is up to the representatives to provide that background licensing so the parents can trust the daycare center. Councilor Francis would like to hear from a Councilor member that favors going with the state and what their reasoning is.

Councilor Radford said he could speak to that and is in favor of getting rid of this ordinance completely because it has cost organizations, like I am involved with, millions of dollars over the last few years because of our standard in the City of Idaho Falls that does not allow anyone to work in childcare that does not have a background check completed and the State of Idaho does not require that. Councilor Radford stated we are one of only a few cities in the state that has made it difficult to hire people and it is a problem to staff the needed childcare in Idaho. He said the State allows people to work while they wait for the background if they are not alone with the children and are supervised. Councilor Radford feels putting 10 to 20 hours per week in the Clerk's office and all the time the Police Department puts in for this requirement is hurting hour childcare options and limiting our childcare options. Councilor Radford stated the requirements are onerous and are costing the city hundreds and hundreds of thousands of dollars per year just in employee pay and is in favor of getting rid of it altogether. Councilor Radford noted the Idaho Department of Health and Welfare are obligation to protect children, which is their role, and they do it very well. Councilor Radford said he sees inspectors at daycares, and he drives by one every day and sees the State of Idaho Health and Welfare vehicle there. Councilor Radford stated we have hundreds and hundreds of daycare workers that are paying an extra cost to have the privilege to work and are not paid very much, to begin with. Councilor Radford feels that it is onerous to us and is onerous to everyone involved and has not been a very effective model. Councilor Dingman does support the ordinance as presented and feels adding back in section 1 B (3) as referenced by Councilor Burtenshaw regarding sex offenders residing on the premises where the daycare services are provided would be good but would like clarification from city Attorney Randy Fife on what that sentence means. Councilor Freeman asked the councilor members who are liaisons to the police department if the police department is aware of these changes, and do they have any comment about this. Councilor Francis and Councilor Burtenshaw agreed that there has not been a specific conversation about this ordinance but that the consensus from the police department is that they will support whatever the council adopts. Mr. Fife offered clarification about the sentence on page 3 section 1 B (3) regarding sex offenders residing on the premises where the daycare services are provided will be denied, suspended, or revoked a license if this sentence is put back into the ordinance.

Councilor Francis feels that regarding section F, which is being eliminated, he would like to produce a compromise. Councilor Francis supports re inserting section B 3. Councilor Francis stated regarding section F he would take out numbers 1, 3, 7, and 8, and keep 2. Violation of a Civil Protection Order, 4. Misdemeanor domestic violence, 5. Misdemeanor Assault or Battery, and keep, 6. Stalking in the second degree in the ordinance. Councilor Francis feels these are important things to keep in the ordinance to protect children. Mayor Casper asked council members if anyone was interested in Councilor Francis making a motion? Councilor Radford suggested making a motion as it was presented. Mayor Casper agreed.



# City Council Meeting Minutes - Draft

501 S Holmes Ave  
Idaho Falls, ID 83402

It was moved by Councilor Radford, seconded by Council President Dingman to approve the amendments to Title 6, Chapter 3, Section 8 of the Idaho Falls city Code under a suspension of the rules requiring three complete and separate readings and to read the ordinance by title only and publish by summary. The motion is on the table. No roll call vote taken at this time.

Councilor Burtenshaw stated adding the sentence in section 1, B makes it clear in her opinion that someone could read the code and be clear that it is not permitted to have a sex offender living on the premises where a Day Care service is provided. Mr. Fife stated the city does license family daycares, and the state does not so to be consistent with the prohibitions with residents who are sex offenders then you would want to add the sentence back in. If you want to go with exactly what the state has, you will want to leave it out. Councilor Burtenshaw moved to amend the ordinance under consideration in the original motion.

It was moved by Councilor Burtenshaw, seconded by Council President Dingman to adopt the ordinance as presented with the addition of under section 1, B and move it to (#2) saying, where a registered sex offender resides on the Premises where Day Care services are provided. The motion carried by the following vote: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman. Nay- Francis

Councilor Francis stated he misunderstood the motion and thought they were voting on the ordinance as amended. He said he wanted to vote yes to amend the ordinance.

It was moved by Councilor Burtenshaw, seconded by Councilor Dingman to reconsider that vote with the additional language from items 3 to 2 Where a registered sex offender resides on the Premises where Day Care services are provided. The motion carried by the following vote: Aye – Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay -None.

Councilor Francis wanted to present another amendment as follows:

It was moved by Councilor Francis, to amend section F making it 3 years instead of 5 years and illuminating all except 2. Violation of a Civil Protection Order, 4. Misdemeanor domestic violence, 5. Misdemeanor Assault or Battery and 6. Stalking in the second degree. Making those a 3-year limitation or restrictions since the motion itself would have 5 years for the previous section C and the language in F to comply with the header in number 6-3-8 A (1) as written. The motion died for lack of a second motion.

Mayor Casper asks the City Clerk to conduct the roll call vote for the original motion made, as amended. The motion carried by the following vote: Aye – Dingman, Radford, Burtenshaw, Hally, Freeman. Nay – Councilor Francis.

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

ORDINANCE NO. 3518

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 6 CHAPTER 3, TO ALIGN CITY CRIMINAL DAY CARE DISQUALIFICATIONS WITH

# City Council Meeting

## Minutes - Draft

THE STATE CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

### **2) Resolution - Clarification of Resolution 2021-11 and Resolution 2022-16 Condemnation of Property for Expansion, Improvement, and Protection of the Idaho Falls Regional Airport**

On April 22, 2021, the city adopted Resolution No. 2021-11 to initiate legal proceedings to acquire property adjacent to the Idaho Falls Regional Airport ("Airport") for the expansion, improvement, or protection of the Airport. Resolution 2022-16 was adopted in order to correct an obvious scrivener's error to Resolution No 2021-11, to clarify the city's legal authority, and did not substantively change any decision or action taken to date by Council. Both Resolution No. 2021-11 and Resolution 2022-16 identified that the land to be acquired was owned by Johnson Legacy, LLC, and identified that property by the correct Bonneville County tax parcel number (RP02N37E014248)

As the condemnation legal action proceeded, an error in the legal description of the property was discovered. This resolution corrects that error and includes the revised legal description in its Resolution No. 2021-11 and No. 2022-16 and, to such, reaffirms that the prior Resolutions authorized the acquisition of the entire parcel of land owned by Johnson Legacy, LLC, as identified by Bonneville County tax parcel number RP02N37E014248. This resolution does not substantively change prior Resolutions No. 2021-11 and No. 2022-16, or any decision or action taken to date by the Council related to them or their respective intent and, as such, will relate-back to the date of the original Resolution No. 2021-11

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

### **3. Announcements**

Councilor Francis stated the Teen and Child Crisis Center of East Idaho called Rise Up is having a ribbon cutting Monday June 12<sup>th</sup> at 1:30 located at 1140 Science Center Dr. Councilor Francis said Governor Little, Sheriff Hulse, and Director of Idaho Health and Welfare Dave Jeppesen will be speaking as well. He said because it is a state sponsored Crisis Center for young people, they would like to have elected official to attend. If the Crisis Center idea is not clear, it is a short-term safe place designed to provide a network of community support and a plan for people who voluntarily commit themselves to the center. Mayor Casper Stated Wednesday is flag day in the United States. Power board meeting is that morning. On Saturday June 17-21<sup>st</sup> is the American Public Power Association meeting in Seattle.

June 18<sup>th</sup> is Father's Day.

Wednesday the 21<sup>st</sup> – 23<sup>rd</sup> is the Annual meeting for the Idaho Association of Cities in Boise. The city will receive an award for the GIFT program.

Saturday June 24<sup>th</sup> is Pride Day in Idaho Falls the parade is around 9am around part of the river.

June 26<sup>th</sup> is Work Session located at the Civic Center.

June 27<sup>th</sup> Grand opening for fire station seven. Later that that night is the Annual Employee picnic at the Ice Arena from 6pm to 8pm

Wednesday the 28<sup>th</sup> at noon there is a ribbon cutting for Heritage Park.



# City Council Meeting Minutes - Draft

501 S Holmes Ave  
Idaho Falls, ID 83402

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Thursday June 29<sup>th</sup> City Council Meeting at the Civic Center.

**4. Adjournment.**

There being no further business, the meeting adjourned at 8:35 PM

s/ Corrin Wilde  
Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper  
Rebecca L. Noah Casper, Mayor





## June 5, 2023, Council Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, June 5, 2023, in the Idaho Falls Civic Center located at 501 S Holmes Avenue in Idaho Falls at 3:10 p.m.

### Call to Order and Roll Call

There were present:

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

Also present:

Pam Alexander, Municipal Services Director  
Ryan Tew, Human Resources Director  
Heather Wade, Human Resources Manager  
AJ Argyle, Broker/Consultant  
Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Chris Canfield, Public Works Assistant Director  
Jeremy Galbreath, Police Captain  
Bryce Johnson, Police Chief  
Chris Frederickson, Public Works Director  
Brooks Slyter, Assistant Finance Manager  
Megan Ricks, Accountant II  
Corrin Wilde, City Clerk

Mayor Casper called the meeting to order at 3:18 p.m. with the following items:

### Update and Discussion: Idaho Falls Police Complex:

Slide-1 Project Schedule

Assistant Director Chris Canfield stated the design was completed and bid documents in February/March 2022. Executed Construction contract on April 14, 2022, and NTP & Construction began on April 25, 2022. He said it is scheduled to be completed in December 2023. Some change orders added 43 days to the project.

Slide-2 Construction Schedule

Mr. Canfield stated the Main building exterior masonry complete as well as the Interior first floor framed, and sheet rocked. He said the Interior second floor framing continues and work at the entry is ongoing. He said the Aux building roof and exterior walls and insulation are complete and the doors and interior work are to resume.

Slide-3 Construction Budget Status.

Mr. Canfield explained that the original contract was \$23,847,576 and with change orders and contingencies = \$175,426. The current construction contract is \$23,999,112. He said the work completed thru January was \$15,647,191 and is 65% complete and the contract time thru May 2023 is 68%

Slide -4 Layout – an ariel view of the complex.

Slide-5 Masonry complete included pictures of the exterior of the complex.

Slide-6 and 7, Drywall complete picture of the interior wall.

Slide-8 picture of the interior 1st floor. Slide-9 Picture of interior 2nd floor Mech & Framing. Slide- 10 2nd floor Entry. Slide-11 Budget. Project "Hard Costs" Construction Building & Site Construction (with CO's & Cont. items) \$23,999,112 Off Site Utilities/Fiber \$65,000 Total Construction \$24,064,112 Project "Soft Costs" FF & E Furniture

**June 5, 2023, Council Work Session - Unapproved**

Allowance (Main Building at 48,734 SF) \$1,900,000 Moving Costs / Audited Evidence By City Additional Soft Costs Professional Service Fees \$2,405,769 Permits/Utility Connection Fees/3rd Party Testing/Commissioning/Historic \$131,672 \$4,437,441 Owner's Project Contingency (Construction) 5% \$1,074,207 Total Project Cost \$29,575,760

**Presentation and Discussion-Medical premium and plan changes:**

Human Resources Director Ryan Tew presents Survey Results. Mr. Tew stated there are 625 enrolled employees, 402 PPO employees enrolled, and 223 employees enrolled in HSA. Director Tew stated 378 employees responded to the survey and out of the 378 there were 155 comments. Mr. Tew said the feedback from the employees was a little negative and may need some follow-up and information to go out to the employees. He said there were comments such as, "Why does the city increase the insurance costs", "Benefits used to be so much less expensive", and "Why does the city not look at other insurance options"? Director Tew said another comment was that the city should pay more of the insurance cost and why are we not going self-insured. Mayor Casper noted that she would like to make sure these questions are answered possibly in an employee newsletter. Director Tew stated when dealing with cost increases on medical insurance there are two tools primarily that we have to work with. One of them is modifying the ratio of what the city is paying and what the employee is paying. He said for example right now on the PPO plan the city is paying 85% and the employee is paying 15%. Mr. Tew stated the other tool we have is making changes to the plans like increasing the co-pay and increasing or decreasing the deductible and changing the pharmacy benefits. He said they will discuss two scenarios. He said one of them will leave everything like it is and gives an idea of what the cost to the city is with the increase we are facing. He said the other option is making some changes to the ratios the city pays and making some plan changes. Mr. Tew noted that there are several people on this committee and have explored every reasonable option to find the best approach. Megan Ricks stated where we are currently sitting at an overall 24.8% increase. Megan gives an overview of the two different scenarios.

Scenario	PPO HSA		Cost			Increase		City Plan and Ratio Changes
	% Ratios		City	Employee	Total Cost	City	Employee	
Scenario 1-1	85/15	93.5/6.5	12,204,002	1,533,198	13,737,200	2,200,618	304,637	No Plan Changes, No Ratio Changes
Scenario 1-2	85/15	91.5/8.5	11,709,351	1,549,460	13,258,810	1,705,967	320,898	Decrease 4.8% Plan-Increase OOPM & Deductible \$500. Decrease HSA Ratio 2%

Director Tew pointed out that on the second to last page of Scenario 1.2 at the bottom in blue you see \$1,705,966.93 this is the annual city cost. Director Tew stated that the total city increases by going with this scenario, the general fund portion of that is 58% of that number because this number includes both enterprise and general fund so if you take the general fund portion of that number and it's under 1M dollars. Councilor Freeman asked about Scenario 1.1 what is the general fund portion Director Alexander stated it is \$1,276,358. Director Tew stated we were shooting for something that would be under 1M out of the general fund. Megan Ricks stated there are a variety of options and this is one that we felt was a good balance because it's not too big of an increase to the employees. After all, they have been through so many plan changes, they felt like their health insurance was being drastically changed. Director Tew stated we feel like we are giving you our best recommendation. He said this 1.2M is our best recommendation because it gives all the increases to the employees on both plans that are practically the same. It's not a drastic change in the employee/employer ratio on the HSA and doesn't change the ratio on the PPO. The plan changes on both the PPO and the HSA are the same, a \$500 increase to the deductible and a \$500 increase to the out-of-pocket max. Councilor Freeman feels that increasing out-of-pocket costs to go to the doctor may cause some people to avoid going to the doctor because it cost more. AJ Argyle agreed, he says that would have the most immediate impact on all employees. Mayor Casper pointed out that even though some employees felt they would be willing to pay more for a co-pay if it brings the monthly cost down. Mayor Casper referred to one of the handouts she says you can see it doesn't have a huge percentage impact on our 24% increase. Mayor Casper stated the committee is recommending the scenario with the 4.8% impact vs. some of the other options with higher impacts because the committee studied how they will impact and put in quite a few hours. She said what they have recommended to us is one where everybody takes roughly the same hit for their class of insurance and the hit to the general fund comes in under

## June 5, 2023, Council Work Session - Unapproved

1M which is estimated to be able to cover that with new money coming into the city. Councilor Radford looks for clarification. He stated that we can only have a growth of 8% from last year overall because that is the limit set by the statute. He said we can only raise our levy by 3% so do you think we will have enough growth to cover \$989 thousand with the 8% increase? Director Alexander stated last year it was 1M dollars on the 3% so at our Council workshop on April 21st we talked about the 3% statutory would be almost 1.3M in property taxes and our growth received last year was around \$800K. Councilor Radford stated that is different, that is us taking a 3% increase and Mayor was saying growth. Mayor Casper agreed and apologized noting that Director Alexander is correct. Director Alexander stated growth last year was \$800K and that was before the 3%. Councilor Francis feels committing 1M and not knowing what else needs to come out of the general fund that has not been looked at yet and feels if we take the 1.2 scenarios but change the percentage to 83% and 17% because it is easier to go back in July and say yes we can do this and keep it at 85% and 15% but if we commit to 85% and 15% now then we cannot go backward. He said we will be committing 1M dollars out of a tight budget and we know there is demand in almost every department for more employees to do what we need to do as a city. Councilor Burtenshaw agreed, she stated what are steps and grades this year because that is what we are committed to. She said If we don't know what the steps and grades will be. She said then there is the idea of a COLA or any increase to the salary schedule including new positions she said she does not know if we can afford it. Assistant Finance Manager Brooks Slyter stated that what Mr. Hagedorn had calculated is the 1M would take up about half the increase. Megan Ricks stated the step and grade should already be factored into what the budget is not including the increase on top of that. Councilor Burtenshaw stated that we know the true cost to the insurance was an increase of 43% not 24% so eventually we are going to have to pay for this. Mayor Casper stated the worry is if we go with this recommendation, we may not be sustainable in the future.

Mr. Argyle stated that HUMIRA is going generic next month, and the City of Idaho Falls spends 1M dollars per year on the drug HUMIRA which is an autoimmune drug that treats everything from MS to Crohn's to Psoriasis and when that goes generic there are rumors that it will be 10% the cost of what it is currently. Mr. Argyle says Mark Cuban is currently putting the drug out there for \$560 a month and we are currently paying \$7,000 a month for ours so even if we are coming in at 10% and paying \$150 more than what Mark Cuban has, we would save \$960 thousand next year between July and June just on that one drug alone. Councilor Freeman wanted to speak to Councilor Francis and Councilor Burtenshaw concerns. He says he really doesn't like the idea of increasing the employees' portion at this point and maybe eventually it might be something we need to do but this year is not the year that it needs to happen. Councilor Freeman feels we will have the money and we have other things to fall back on if it comes to pass that this 1M is unaffordable for us. He said we still have Foregone we can take and the way it is sounding we may not even have to take that 3% we don't know. Councilor Freeman stated that he is willing to accept the recommendation presented. Councilor Francis stated if we push the decision to June 26<sup>th</sup> can we look at changing the percentage and keep the same benefit adjustment that you have for scenario 1.2?

Councilor Francis would like to see what the impact is if we shift it by 2% and what is the impact if we shift by 3% because, without that information, we don't have enough to decide what we can afford. He said 1M out of what we are anticipating we get based on the April 21<sup>st</sup> decision is an awful lot of that amount and we can't control the cost of medical care with the other obligation we have in the city, he feels we should at least look at this. Megan Ricks offered to show those numbers now changing the ratios. Ms. Ricks stated if we keep the HSA at 91.50% and the 8.5 and change the PPO to 83.00% and 17 that shifts about 200K to the employees. Councilor Dingman pointed out that we are at 1.5 instead of 1.7 and if you look at the monthly cost for a family it goes from \$100 a month (\$50 per paycheck) and with the 85% the monthly cost to the employee is \$56 a month. Mayor Casper asked to show the number for just a 1% difference. The general fund is 941K and the cost to the employee is \$78 per month. Changing the HSA to 90.5% will shift about 150K to the employee and the impact on the general fund would be 920K saving about 80K. Councilor Freeman stated there is not a big enough difference to me to have the employees paying more. Councilor Radford agreed. Councilor Burtenshaw wanted to know how the city plan rate is relative to the other plans that you work with she asked if is this great insurance is it middle of the road? She asked, where do we stand relative to other clients, customers, and big organizations? Mr. Argyle said he pulled the data on this and in Utah the lowest deductible is around \$350 and the highest is \$3000 and in the middle of

the road there is about \$1500 which is where we would be. He said the lowest out-of-pocket is \$1500 total and the highest is \$6400 and the medium is \$3000 which is where we are. Mr. Argyle stated in Idaho it's a little different it is about \$340 for the lowest deductible and the highest is \$8150 and the medium is \$1500 which is where we are. Mr. Argyle stated the out-of-pocket in Idaho is a little different the lowest out-of-pocket is \$1,925 and the highest is \$8150 and the medium in Idaho is \$5,000. Mr. Argyle stated if you are doing a comparison in Idaho, we are still significantly better than the trend and when you compared it to Utah, we are right in the middle. Councilor Hally is willing to go with the recommendation. Council President Dingman feels that looking at the survey she feels the employees would prefer to pay small incremental changes if I am going to be charged more and what they are least interested in is on the PPO side is a higher out-of-pocket maximum. Councilor Dingman feels that scenario 1.2 meets the needs and it is a smaller incremental change out of your bi-weekly paychecks. Councilor Radford feels that more predictability makes the most sense for the employees. He said we split the share we take a majority of the cost and feels we should work hard with our state representatives to see what choices we have because at some point for all these municipalities this is bankrupting people. Councilor Radford supports the recommendation and appreciates all the work put into it. Councilor Francis was glad he could see the numbers and now feels he can support scenario 1.2. Councilor Burtenshaw feels this will be unsustainable and feels that at some point we will have to look at a plan that shows dependents at 50% and that is what other employers are doing. Council President Dingman feels this is a fair way to split the cost in the current economic climate.

Mr. Argyle pointed out that we need to look at RX costs are 20 or 30% a year and that drives a big portion of that. Council President Dingman feels that is the key and the solution if we are staying in this market-driven plan. Mayor Casper asked if it was an option to have RX and health insurance separate. Mr. Argyle stated that we cannot do that anymore, but the Council can decide to go self-insured on part of that, he said we could talk to the carrier and partner with them and take out the RX and self-insured. He said everything would be the same process as going fully self-insured. Mayor Casper feels it could be an option depending on what happens with Mr. Cuban's offer.

It was moved by Councilor Freeman, seconded by Council President Dingman to accept option 1.2 as recommended. The motion carried by the following vote: Aye – Councilors Hally, Dingman, Radford, Freeman, Francis. Nay- Burtenshaw.

Councilor Burtenshaw stated that it's not because she doesn't think this is a good job and a good plan it is because she cannot see the whole budget. Councilor Burtenshaw feels the work that was done was excellent and is sure this is the best we can get out of the scenarios but cannot see it within the whole budget.

Mayor Casper asked Mr. Argyle to ask our carrier to extend our contract another month so that we will be able to see our whole budget by the time we are making these decisions with insurance. Mayor Casper gave an overview of the decisions made in this meeting. She stated that we did go with option 1.2 as per the vote we took, and those numbers can now be built into the budget. Mayor Casper stated the second thing is to ask if it is economically possible to ask them to give us a 13-month year. Mayor Casper stated the third thing is to find out if there is any value in finding out more about a self-insured RX and educate the Council a little more on that.

**City Attorney-Revisions and Standardization of Title 3 of City Code:**

City Attorney Randy Fife stated that normally what you would see in a draft is a tract changes version to be able to compare the old with the new in the same document. If those changes get to be so many that it is difficult to understand the changes then the Idaho Code allows you to delete the old one and substitute it with the new language. Mr. Fife stated he talked to each Director to have them check the work and one of the things we did was redact from every one of those chapters the job description of the department Director as being unnecessary because they have their job description and Human Resources oversees that and they change so to have elasticity and flexibility those are no longer in these chapters. Mr. Fife stated he also verified with directors that the duties and responsibilities in the chapter pertaining to them are consistent with what they think they do.

## **June 5, 2023, Council Work Session - Unapproved**

Fife stated they added some broader language, and some catch-all language in those chapters so if they want to have divisions or segment their responsibilities or delegate them the directors will have the ability to do that without having to come to Council for approval. Mr. Fife stated the Council is not giving up their authority as a Council and if the Council wanted to be more directive for a particular department or in general the Council can pass a resolution that does that. He said if the Council wanted to direct a department individually, they could also instruct that department Director about what they want to see. The Council also has the authority to take an organizational chart and make changes to it so that it controls the hierarchy cities employees. In the absence of that this would delegate to the mayor the same authority. Mr. Fife stated even though the language is a little different and it is standardized we are not adding or subtracting from departments except in one instance. Mr. Fife stated in the Fire Department we had a whole section that regulated private ambulance companies. After speaking to the Fire Department, it seemed unnecessary because it is regulated by the state in a way it wasn't the case before and that wasn't seen to be the mission of the Fire Department to be regulating licensing of private ambulance companies and so that has been deleted. Mayor Casper asked if Mr. Fife could define the meaning of the words (section 1: 3-1-8) "No Private Duty". Mr. Fife stated setting these responsibilities out in the code does not allow a private citizen to sue that person or the city for failure by the department director from doing something. He said so you don't have a private right of action against the city. Mayor Casper stated this item should be on a City Council meeting agenda for approval at the end of the month.

### **Mayor and Council Reports- Calendars, Announcements, Events, Reports, Updates, Concerns, Questions, and Discussion:**

- Mayor Casper noted that our next Council meetings will be on the 26<sup>th</sup> work session and the 29<sup>th</sup> Council meeting Mayor Casper noted she will not be attending the City Council meeting on the 29<sup>th</sup> so Council president Ziel-Dingman will be chairing the meeting. Mayor Casper stated APPA (American Public Power Association) meeting in Seattle Washington will be from June 16<sup>th</sup> to 21<sup>st</sup>. Mayor Casper stated there will be a ribbon cutting for Heritage Park coming soon and will provide more information soon.
- Council President Dingman stated station 7 opening is still scheduled for June 27<sup>th</sup> and as it gets closer will continue to update the Council. Councilor Dingman stated we had over 30 water rescues on the 23<sup>rd</sup> during the rainstorm and over 40 calls in the 2 hours that most of the water was coming down. That is a day's worth of calls in 2 hours. She noted the reports related to the rescues were incredible there was a video of the firefighter rescuing 2 little kids. Mayor Casper noted the police also had a lot of calls in that short amount of time and were involved in some impressive rescues. Councilor Burtenshaw stated there was confusion about some of the lift stations failing. She said they did not fail. The pumps did not fail it is just where the water gets pumped to was full of water. Councilor Burtenshaw stated the amount of rainfall that came down was somewhere between a 100- and 200-year flood, so the lift stations did not fail and there was not a failure of the system it was just an act of nature.
- Councilor Hally had nothing to report.
- Councilor Radford stated tentatively July 10<sup>th</sup> is the day for the launch of Funland and the name of the streets at Tautphaus Park. Councilor Radford said golf is having a great year even though they started two weeks later and the same for the Zoo. We have had record crowds even though we started two weeks late.
- Councilor Freeman stated he and Mayor Casper attended the meeting with the GA people about the security upgrades at the Airport last week. He said they have 15 hangers now that need to be included if they want the individual security and that is about \$50K per hanger. He said we could do a fence that wouldn't cost them anything. He said the people in the room were adamant that they wanted to have control of their own access and are willing to pay the money. He said all the 15 must agree and participate so there will be more discussion to decide what they want to do whether it's putting up the fence or having security installed on each door.
- Councilor Francis stated Chief Johnson gave us a list of a lot of community support for the police department, such as Creekside Counseling including a yoga program, and is all to help stress not only for

## June 5, 2023, Council Work Session - Unapproved

the police officer but also for their families. Councilor Francis stated we also have a Chaplaincy program that has been helpful, and the foundation has been giving money to the department's programs like these to make them run. Councilor Francis said it was an impressive list of how much community support there is for the Police Department in Idaho Falls.

- Councilor Burtenshaw has one thing from Public Works. She stated we are spending ARPA money on the Pancheri bridge but the work happening on Pancheri bridge right now is not the city it is a project from the gas company and is boring under the river with their gas line and so this is not part of the scope of work that we are planning on doing this fall.

Mayor Casper announced that Catherine Smith started to work today with the city as the Economic Development Administrator. Mayor Casper stated she is excited and with Catherine's knowledge of the community and background will allow her to be able to provide that service approach. She said the bottom-line goal of that position is to make it easy and profitable to do business in this community. This is everything from employee housing and community amenities to how easy it is to get your permits through the city and everything in between.

Mayor Casper stated that concerning water supply, there is a hearing this week starting tomorrow in Boise and is scheduled to go on all week. She said the hearing is on the methodology order and the expectation is that it will be upheld and then after that they will go to court to try and figure it out. Mayor Casper said while all of this is going on we have legislators who are watching this and starting to vocalize so we may be seeing water rights issues in the coming legislative session. Mayor Casper encouraged Council members to keep the option open to go to AIC (Association of Idaho Cities) water day next January.

Mayor Casper distributed a couple of handouts she announced from AARP to nominate a volunteer for the AARP Andrus Award she said if you know someone worthy you can nominate them.

The second handout is a PowerPoint and advertisement for training the city employees were able to participate in. Mayor Casper stated the training was fantastic and 200 employees out of our roughly 700 employees participated in it. She said the training had to do with workplace safety and active shooter training.

### **Executive Session:**

It was then moved by Councilor Francis, seconded by Council President Dingman, to move into Executive Session (at 6:01 p.m.). The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. Council will not reconvene after the Executive Sessions. The Executive Session will be held in the Idaho Falls Civic Center. At the conclusion of the Executive Session, the Council will not reconvene. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay – none

The City Council of the City of Idaho Falls met in Executive Session, Monday, June 5, 2023, in the Idaho Falls Civic Center located at 501 S. Holmes Avenue in Idaho Falls, Idaho at 6:03 p.m. June 5, 2023, Council Work Session.

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman

Councilor John Radford

Councilor Tom Hally

Councilor Jim Freeman

Councilor Jim Francis

Councilor Lisa Burtenshaw

Also present:

Dylan Davis, legal intern

**June 5, 2023, Council Work Session - Unapproved**

Chris Frederickson, Public Works Director (departed at 6:18 p.m.)

Randy Fife, City Attorney

Michael Kirkham, Assistant City Attorney

**Executive Sessions called pursuant to the provisions of:**

The Executive Session was called pursuant to the provisions of **Idaho Code Section 74-206(1(f))** *To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The Executive Session concluded at 6:35 p.m.*

There being no further business, the meeting adjourned at 6:35 p.m.

s/Corrin Wilde

Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper

Rebecca L. Noah Casper, Mayor



# Memorandum

File #: 23-183

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Thursday, June 29, 2023  
**DEPARTMENT:** Municipal Services

## Subject

BID IF-23-12, 16" Pipe and Materials

## Council Action Desired

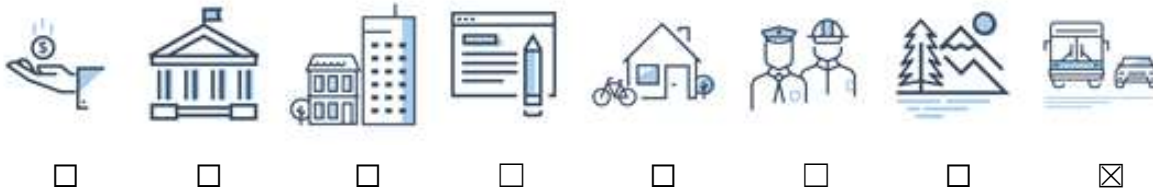
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the bid received from the lowest responsive and responsible bidder, Core and Main for \$167,429.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

The purchase of 16" pipe and materials are for routine maintenance and repair by the Water Division.

## Alignment with City & Department Planning Objectives



This purchase supports the community -oriented result of reliable public infrastructure by investing in the maintenance of our water system.

## Interdepartmental Coordination

Public Works concurs with the award recommendation.

## Fiscal Impact

Funds to purchase the 16" pipe and materials are within the 2022/23 Public Works Water Division budget.

## Legal Review

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

Municipal Services Department Bid Tabulation													
<b>Project:</b>		16inch Pipe and Materials		<b>Number:</b>		IF-23-12							
<b>Submitted:</b>		Municipal Services Finance Division		<b>Date:</b>		6/1/2023							
Item Number	Reference Number	Description	Estimated Quantity	Unit	HD Fowler Company Idaho Falls, ID			Core & Main Idaho Falls, ID			Mountainland Supply Idaho Falls, ID		
					Unit Price	Total Amount	Exceptions	Unit Price	Total Amount	Exceptions	Unit Price	Total Amount	Exceptions
1	Product 1	Pipe: 16" Push-On-Joint	2,000	FT	\$ 78.800	\$ 157,600.00	NONE	\$ 77.000	\$ 154,000.00	NONE	\$ 79.220	\$ 158,440.00	NONE
2	Product 2	Tee: 16" x 12" MJ Red Branch	1	EA	\$ 766.000	\$ 766.00		\$ 799.000	\$ 799.00		\$ 782.120	\$ 782.12	
3	Product 3	Tee: 16" x 16" MJ Red Branch	2	EA	\$ 590.000	\$ 1,180.00		\$ 615.000	\$ 1,230.00		\$ 602.420	\$ 1,204.84	
4	Product 4	Valve: 16" Butterfly	4	EA	\$ 2,831.000	\$ 11,324.00		\$ 2,850.000	\$ 11,400.00		\$ 2,831.250	\$ 11,325.00	
TOTAL						\$ 170,870.00			\$ 167,429.00			\$ 171,751.96	

DELIVERY: STOCK/3 WEEKS

DELIVERY: 1/2 PIPE-2 WEEKS  
REMAINING ORDER - 8 WEEKS OR LESS

DELIVERY: 12 WEEKS

# Memorandum

File #: 23-181

City Council Meeting

**FROM:** Rick Cloutier, Airport Director  
**DATE:** Thursday, June 29, 2023  
**DEPARTMENT:** Airport

## Subject

Approval of Agreement to Acquire Parking and Revenue Control System and Equipment from Spaces, USA

## Council Action Desired

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

Approve agreement with Spaces, USA for a new Parking and Revenue Control System (PARCS) including new entrance and exit equipment and authorization for the Mayor to execute the agreement (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Equipment in the Airport's main parking lot is over 15 years old and has greatly exceeded its useful life. This equipment requires daily maintenance to keep it running and breakdowns are a common occurrence. Replacing this equipment is a high priority in this fiscal year. A request for qualifications was advertised in March. Airport staff narrowed the list to three vendors. After conducting interviews with er three finalists, Airport staff is recommending Spaces, USA primarily because of their pricing structure, technology features, and proven track record working with the Airport.

As part of this project, lot infrastructure will need to be updated including concrete work to facilitate running conduit and connecting fiber. Most of the infrastructure work will be done in-house.

Cost of the equipment, installation, and maintenance is minimal to the Airport. The Spaces, USA pricing structure charges parking lot users a small technology fee in addition to the cost of parking. These fees are charged once per transaction. Over the first 2.25 years the fee will be \$1.25 per transaction, after which the fee will reduce to \$0.63. In addition to the technology fee, the Airport will pay software fees of \$900 per month and call center fees of \$0.25 per transaction.

## Alignment with City & Department Planning Objectives





The new equipment supports the reliable public infrastructure and transportation community-oriented result by making parking more automated and efficient.

**Interdepartmental Coordination**

Idaho Falls Power Fiber division will assist in the infrastructure setting up fiber, so all lanes are connected to the internet.

**Fiscal Impact**

The infrastructure materials will be funded out of budgeted Airport maintenance funds. The software and call center fees will be funded through parking revenue as described above.

**Legal Review**

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



**S P A C E S**

## **Proposal For Idaho Falls Regional Airport**

**PARKING AND REVENUE CONTROL SYSTEM (PARCS)**

**IDAHO FALLS REGIONAL AIRPORT**

**CITY OF IDAHO FALLS**

50 Lexington Ave  
Suite: 7-124, Attn SPACES New  
York, NY 10022

(619) 648-3375  
[support@spacesusa.com](mailto:support@spacesusa.com)

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# COVER LETTER

May 24, 2023

Dear City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA),

Thank you for the opportunity to present our technology vision for Idaho Falls Regional Airport.

SPACES is transforming how drivers consume parking and the way technology companies partner with the industry by connecting the physical and digital environment through the latest in contactless parking solutions. Our revolutionary contactless parking access and payment solution allows users to enter, pay and exit any parking facility from inside their vehicle using their phone, without downloading an app.

We also received the new drawing via email dated May 18, 2023, which shows the new setup and the new names of the various lots. SPACES, along with our partner Flowbird's ticketing system would be able to address your needs.

For Idaho Falls Airport, SPACES is offering a no cost solution where SPACES provides all the hardware which includes the SPACES gate kits, Flowbird ticket machines and exit stations, Digital Signage, License Plate Recognition cameras, intercoms, and all installation. All the maintenance of SPACES technology and the initial sign package are inclusive with our installation.

In exchange, SPACES is proposing a small technology fee that is paid by the customers, the same type of fee structure that has been implemented at the Idaho Falls Airport Remote Economy Lot for over a year now. SPACES is the current parking access provider for the Idaho Falls Airport Remote Economy lot which has experienced great success utilizing the same pricing methodology.

With SPACES, we can be flexible as the Airport operations grow and develop more lots or expand additional lanes in and out of the airport. Whether it's reservation or valet parking operations in the future, SPACES is ready to be your lifetime partner and be there along the way.

We look forward to partnering with the City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA) to help achieve the best user experience while maximizing revenue for the many years to come.

Sincerely,  
**LaRay Brown**

Senior Vice President



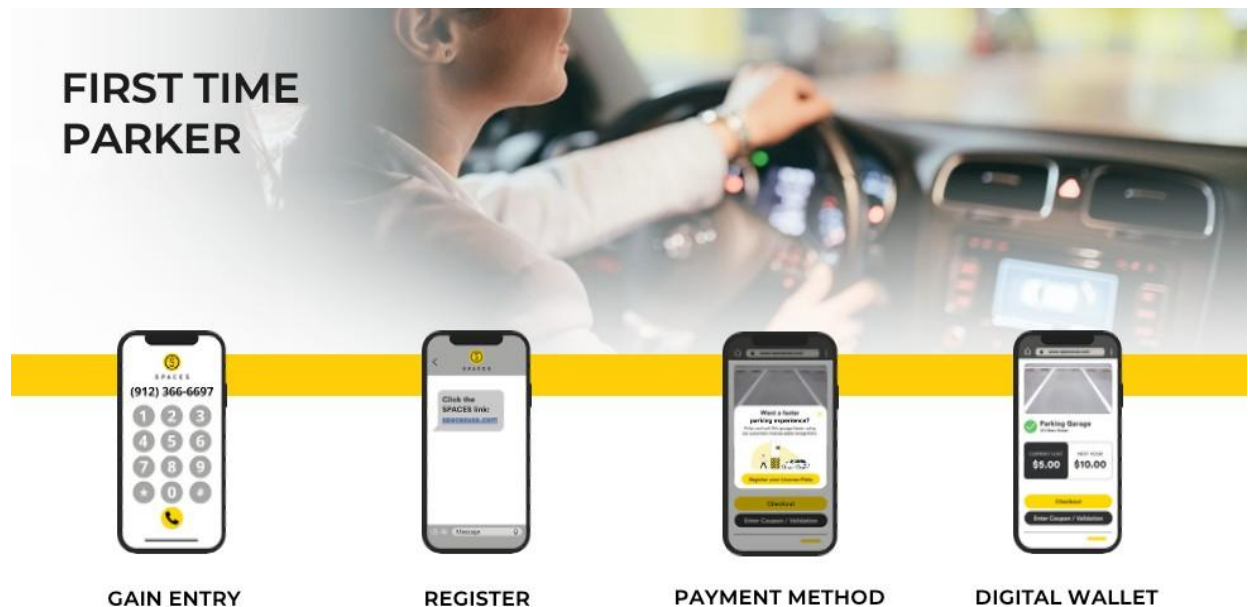
# STATE OF INDUSTRY CAPABILITIES

## 1. MOBILE ACCESS WITH LPR (LICENSE PLATE RECOGNITION)

SPACES is transforming how drivers consume parking and the way technology companies partner with the industry by connecting the physical and digital environment through the latest in contactless parking solutions. Our revolutionary contactless parking access and payment solution allows users to enter, pay and exit any parking facility from inside their vehicle using their smartphone, without downloading an app.

The SPACES operating system will give Idaho Falls Airport the same functionality of a traditional PARCS system with less hardware and with added drive in, drive out capabilities with LPR (License Plate Recognition).

First time guests simply pull into the entry lane, dial a phone number and the barrier gate opens. Each guest is then sent a text message to set up their account by providing a web link to add their preferred credit card. They will also have the capability to enter and confirm their license plate information for faster egress and subsequent ingress. At the exit, the license plate is read, the card on file is charged and the parking gate opens. Future visits will allow customers to drive in and drive out without any interaction with our system. It's that simple and seamless!



With SPACES ticketless parking, the entire transaction happens within the car without the guest ever rolling down their window.



## KEY BENEFITS AND FUNCTIONALITY

### NO APPS

100% Contactless solution, with no apps to download.

### COMPATIBILITY

Compatible with any gate Equipment.

### NESTING

Allows nesting. Set up special pricing for nested areas.

### PCI COMPLIANCE

Meets all PCI compliance standards.

### IN & OUT

In & out privileges for visitors is ideal for hotel overflow, construction employees, special events, VIPs, ect.

### SUPPORT

SPACES provides 24/7 support for parkers garages.

## INTEGRATED LPR FOR EVERY USER GROUP

Once a transient parker opts into the LPR system by providing their license plate, they will be able to enter and exit, simply by pulling up to the gate. A seamless “Drive in and drive out” experience! Their payment method will be automatically debited upon exiting the facility and they can access a summary of all parking charges across a period of time or check the amount of their current parking session.

The biggest benefit of the SPACES LPR solution, over other traditional PARCS with LPR, is that SPACES pairs transient parkers to a license plate and credit card. This allows repeat transient customers the ability to seamlessly drive in and drive out of the facility, speeding up transaction times and giving your repeat customers premium parking experience.

## NO APP

There is no need to download an App prior to entering or exiting a SPACES facility.

## PCI COMPLIANCE

Your mobility payments are in safe, experienced hands with SPACES. Our platform is compliant with global payments and security standards, and we insured Idaho Falls Airport on all PCI Compliance requirements.

For our ticketing system, our payment suite offers the highest level of security:

- Our end-to-end system is PCI-DCSS Level 1 compliant
- All integrated card readers are EMV L1 & L2 certified and PCI-PTS compliant
- End to end payment chain: L3 )per scheme for each acquirer)
- 3DS v2 (EMVco-based) for card-not-present
- SCA/RTS for PSD2
- PSD2 on money collection for third parties

## SPACES DIGITAL DISPLAYS



### IMPROVED CUSTOMER EXPERIENCE

Dynamic displays provide clear and interactive instructions to parkers.

### DYNAMIC PRICING CAPABILITIES

Automatically display pricing updates for special events, dynamic pricing, or other rate changes.

### CUSTOMIZED MESSAGING AND DESIGN

Customized site-specific messaging to display rates, events, occupancy, branding opportunities, user errors, operating instructions, etc.



## Dynamic Digital Displays

Dynamic digital displays transform traditional parking entry and exit lanes into clean, simple configurations equipped with state-of-the-art mobile access and payment capabilities.

Powered by



## 2. TICKETING SYSTEM (FLOWBIRD)

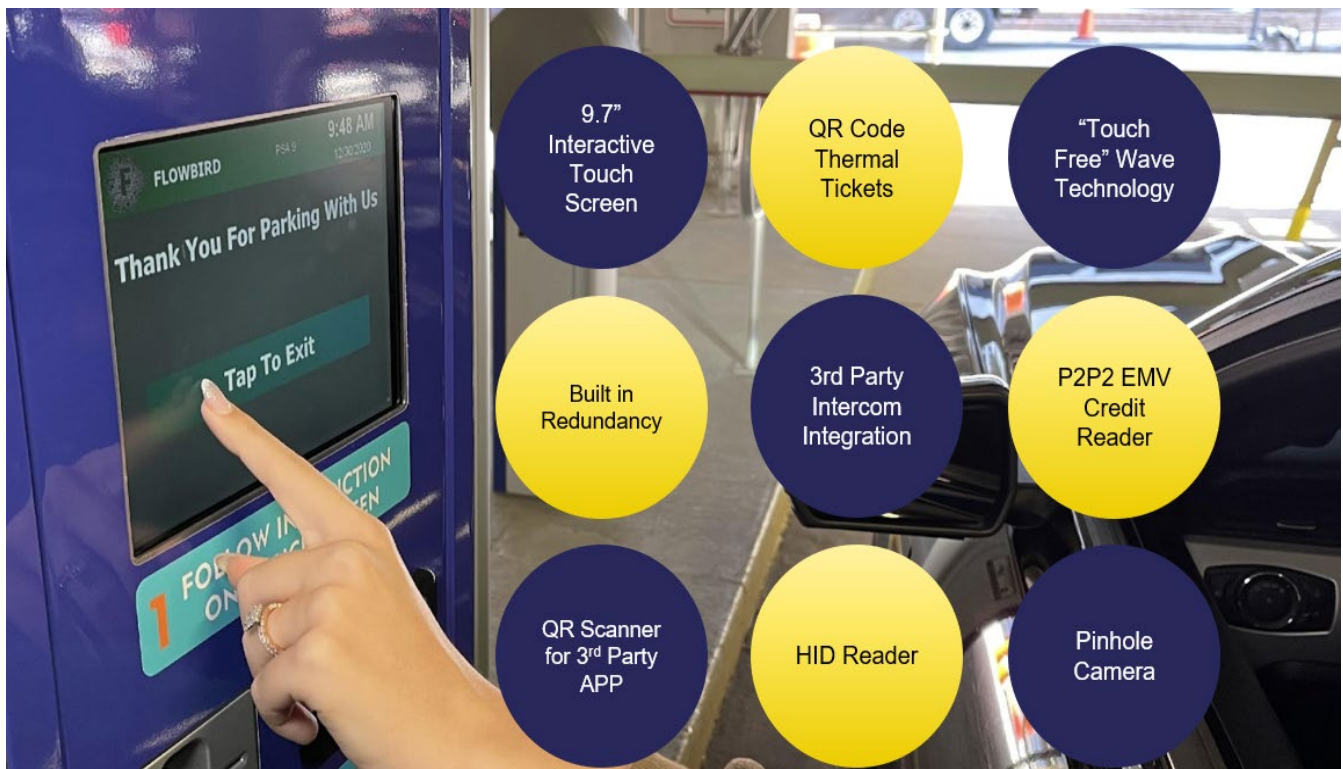
Through our partnership with Flowbird, we are presenting a ticketing system solution that is renowned for making high quality, ultra-durable parking terminals. With their lifespan extended by our range of upgrade kits, they can last for decades.

The ticketing system comprised of the following:

For the Entry Device, it includes intercom hardware, modem for redundancy, battery back-up pinhole camera, infrared “Handsfree” reader and thermal ticket printer.

For the Exit Device, it includes intercom hardware, modem for redundancy, battery back-up, pinhole camera, EMV NFC and Chip reader, and thermal receipt paper.

The Flowbird Device is a package deal. There is an available custom add-on for the Entry and Exit Devices which includes a HID reader to read access credentials. This is perfect for proximity cards access for the maintenance staff and employees.



## DRIVE S5 – ENTRY DEVICE



### Digitized and Frictionless

- 9.7" interactive touch screen / 1024x768 Resolution
- Fully customizable – color, font and advertising
- Touchless button for "Hands Free" entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days
- Enter by plate or mobile number
- Pinhole camera

### Entry Options

- Thermal QR-Code ticket issuance
- QR-Code reader/reservations
- VoIP intercom
- HID Reader as add-on

### Other Enhancements

- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package

## DRIVE S5 – EXIT DEVICE



### Digitized and Frictionless

- 9.7" interactive touch screen / 1024x768 resolution
- Fully customizable – color, font and advertising
- Touchless button for "Hands Free" entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days
- Pinhole Camera

### Exit Options

- Thermal receipt paper
- QR-Code reader/reservations
- VoIP intercom
- HID Reader as add-on
- QR-Code Validation/Google Pay/Apple Pay
- PCI Compliant and Fully P2PE Encrypted
- EMV NFC "TapnGo"
- License Plate and Mobile acceptance for fee calculation

### Other Enhancements

- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package



# SYSTEM FEATURES

## 1. OCCUPANCY DISPLAY

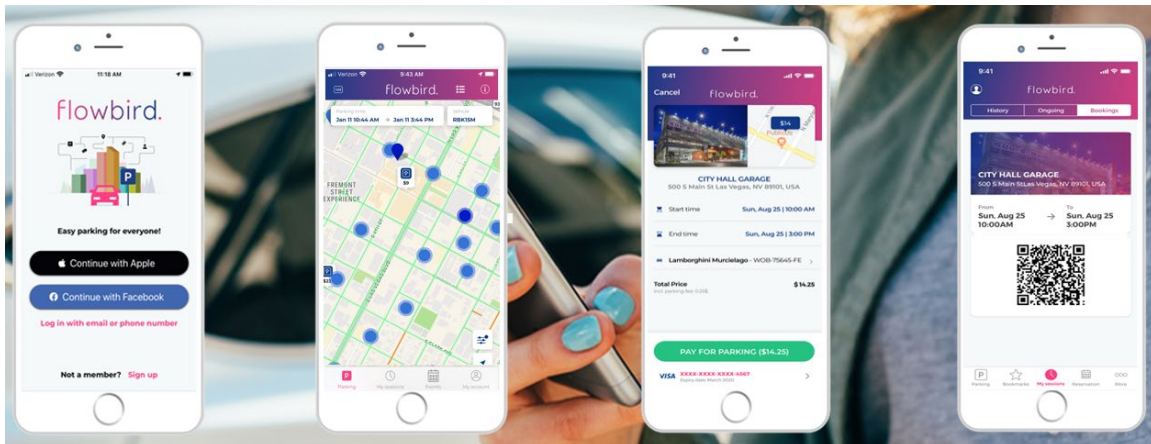
SPACES technology has the capability to count occupancy with a digital count display showing available spots. We are proposing to provide occupancy count signs near the entrance lanes. This is inclusive of our tech fee.

In addition, SPACES can provide data to large freeway type signs, if the airport decides to purchase and install them on the roadway leading up the airport at some point in the future.

It's also possible to display the same data on the website or external digital display located on Skyline.

## 2. RESERVATION

Within the SPACES technology, our Flowbird APP allows for parking reservations. In addition, airport visitors can pay via the APP. Since this feature already exists within our Flowbird APP, it will be an easy add-on in the future.



## 3. VALET PARKING

Similarly, our technology allows for expansion in services such as offering added amenity of valet parking services. We offered handheld units with mobile payment capabilities that allow customers to check in, pay and request their cars by simply clicking the link in a text.

1

### Check-in

At check-in, your guests receive a welcome text on their phones.

2

### Request & Pay

Guests request their cars by clicking the link texted to them.

3

### Ready

Their cars are already pulled up when they arrive at the valet stand.

Powered by



#### 4. CUSTOM BRANDED DEVICE WRAPS



- Custom Agency Colors & Designs
- Saves Time & Money
- Seamless Premium Vinyl
- Full Or Partial Wrap
- Easy Updates Or Removal

#### 5. EV CHARGING



Within our current network, we have partnered with Invisible Urban to offer EV charging to our clients. This integration allows for parkers to enter, park, charge, and pay all through a single platform.

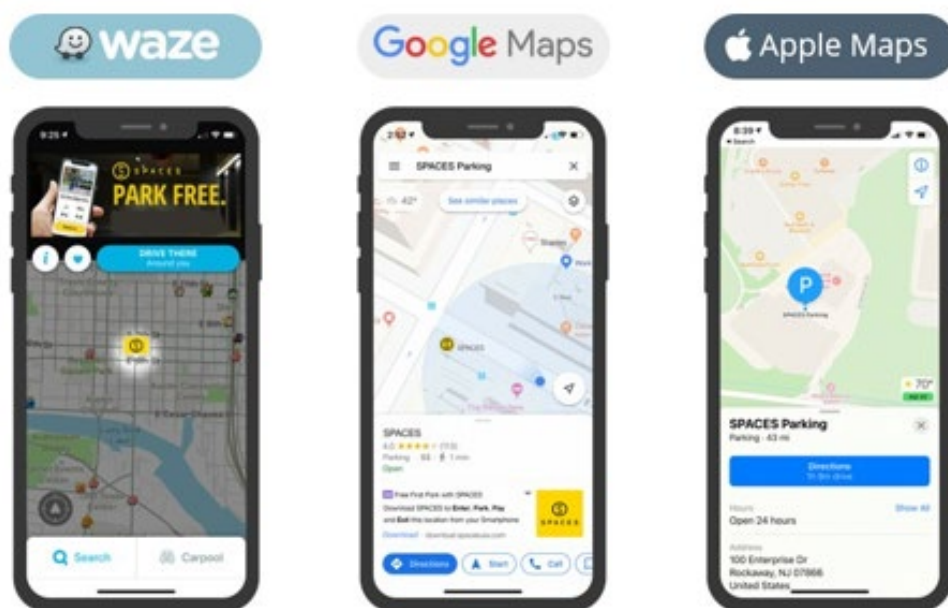
IU is a national end-to-end EV solution provider who is already working with developers such as Jones Lang LaSalle and Lincoln Property Company. IU is deploying over 6,000 chargers in Florida alone, which doubles the number of chargers currently in Florida.

## 6. PARTNERSHIP WITH GOOGLE MAPS, WAZE AND APPLE MAPS

SPACES is partnered with Google Maps, WAZE, and Apple Maps, to better direct customers to your parking facility and reserve parking.

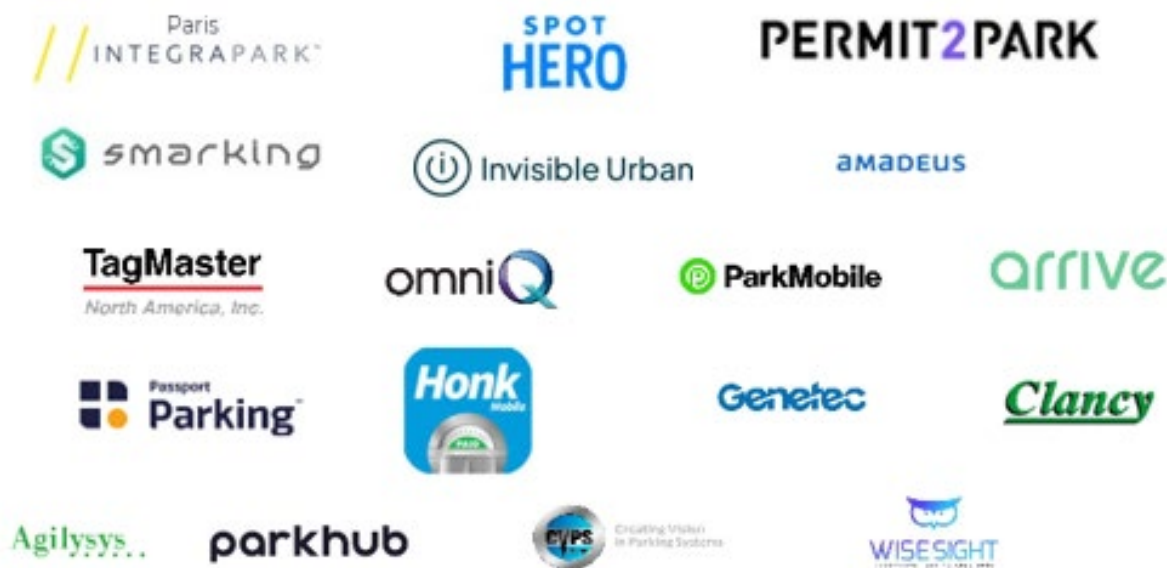
### SEAMLESS NAVIGATION

Strategic relationships with leading navigation and mobility platforms provide seamless usability of the SPACES technology from the navigation platforms.



## 7. OPEN API

SPACES Open API allows for easy integration with various companies. The following are the companies we currently integrate with, and as shown we have collaborated with many of the big names in the parking industry:



## 8. SPECIALIZED PROGRAMMING

SPACES technology can fully meet the needs of your current and expected operations. SPACES pricing covers the cost of software upgrades and enhancements as the airport expands and grows through the expected life of the system proposed.

SPACES allows clients to embrace the future of the parking industry by being adaptable and inclusive of all transportation modes. Regardless of what new mobility options transportation network companies make available, the ability to associate the return parker with a phone number or license plate will always provide the adaptability necessary for the changes in the mobility industry.





# PROCESSES TO ADD LANES, FEATURES or FUNCTIONALITY

## Use our Open Platform to Create a One-Stop Shop

As mentioned, SPACES technology is fluid which makes it easy to adapt to future needs.

- Integrate simply using open APIs and secure mobile payments
- Develop in partnership with SPACES and our support team
- Collect and analyze a pool of open data to underpin service improvements
- Use and share certified data with trusted third parties only

The following describes a few examples on the processes:

### Example 1: Adding a new parking lane

- Discuss placement of the barrier gate arms and procure them
- Site survey to determine networking and potential issues
- SPACES present cost proposal and installation timeline
- Build out backend assets
- Install and testing
- Work on signage package and approval

### Example 2: Adding reservation to short term lot

- Determine scope of work (type of reservation and pricing methodology)
- SPACES present cost proposal and Go-Live timeline
- Implementation and testing
- Work on communication package and approval

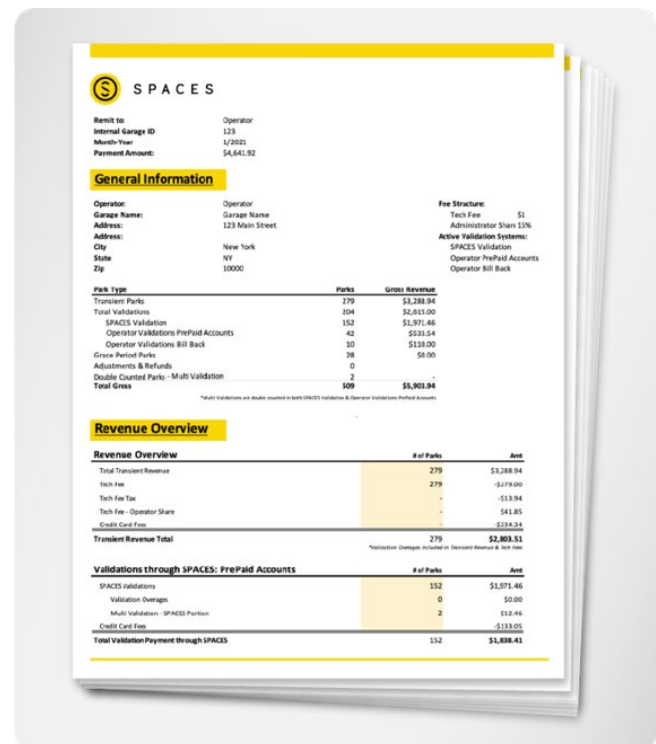
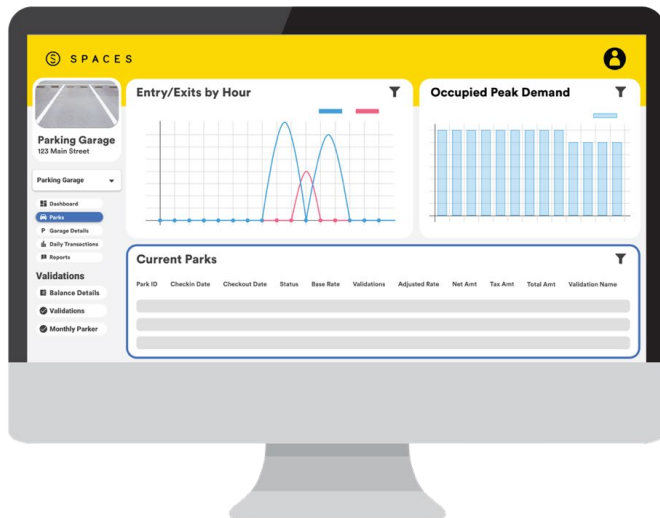


# CUSTOMIZED REPORTING

SPACES provides access to real-time dashboards to view live transactions and downloadable reporting. Occupancy charts, usage charts, length of stay, daily summary and end of month financial reports can be customized to meet the individual needs of City Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA).

At the end of the month, SPACES provides comprehensive reporting which typically consists of the following details:

- Revenue Overview
- Revenue Breakdown by Park Type
- Tickets by Rate Band
- Tickets by Day
- Adjustments and Refunds



## 24/7 CUSTOMER 'LIVE' SUPPORT

SPACES provides a 24/7 customer service call center for operators and parkers. Customers can dial the phone number used to enter the garage, and instead of pressing “1” to vend the gate, they can press “0” to speak with a professionally trained customer service representative instantly. The SPACES Customer Service Call Center will also be connected to the intercom button at the entrance and exits to the parking facility.

Spaces provides a 24/7 customer service call center for operators and parkers. Customers can dial the phone number used to enter the garage.

Not only does our Customer Service Call Center provide the utmost in customer service, they also continually monitor equipment and can notify the operator of any malfunctions before a customer becomes inconvenienced.

The SPACES Customer Service Call Center will also be connected to the intercom button at the entrance and exits to the parking facility.



Parker Support	Client Support
<p>(619) 648-3375</p> <p><a href="mailto:support@spacesusa.com">support@spacesusa.com</a></p>	<p><a href="mailto:opssupport@spacesusa.com">opssupport@spacesusa.com</a></p>

## FLEXIBILITY IN VALIDATIONS

Validations can be issued using the customer's phone number or by providing a validation code or allowing the customer to scan a QR code.

Validations can be customized to fit any need your location may face.

Limits of validations can be set for tenants and reporting can indicate multiple statistics per tenant, eliminating the need for operators to count "chaser tickets".



## ONGOING OPERATIONAL COST SAVINGS

With a combination of mobile-only access parking lanes and ticketing system, Idaho Falls Airport will be able to reduce the daily maintenance duties and associated labor in comparison to all lanes utilizing the ticketing system. This significantly reduces operational labor expenses and consumable expenses specifically on all mobile-only access lanes such as ticket supplies, validations chaser tickets or stickers, access cards, and PARCS replacement parts.

The SPACES warranty is inclusive of our Tech Fee as all software upgrades are so there are no surprise software upgrade costs in the future. PCI compliance cost is also inclusive of the Tech Fee.

### ELIMINATE CAPITAL COST & REDUCE ONGOING OPERATIONAL COST

Eliminate capital cost due to SPACES no upfront cost solutions.

Eliminates ongoing operating cost in mobile-access only lanes such as:

- Tickets Supplies
- Validation Chaser Ticket Supplies Or Calidator Machines Or Web Access Fees
- Access Cards Supplies
- Equipment Maintenance And Maintenance Contract
- Software Upgrades
- PCI Compliance

## CARBON FOOTPRINT



The use of SPACES mobile-access only technology greatly reduces the carbon footprint of a parking operation by reducing the use of paper tickets and plastic monthly access cards. This is further compounded by reducing the number of ticket dispensers, payment kiosks, parking booths, registers, and all supplies necessary to maintain ongoing cash control procedures.

Additionally, the reduced time each parker spends at the entrance and exit gates every day makes a positive impact on our environment.

In an effort to take an active role in putting environmental sustainability into action, SPACES is active in the National Forest Foundation Tree Planting Partnership with a portion of each paid parking transaction going towards planting additional trees across North America.



## DESCRIPTION OF FIRM

SPACES USA, LLC headquartered in New York was founded in 2020 and has since grown to be one of the fastest growing parking technology and mobile payment companies in the country.

SPACES was born from a simple conversation between friends catching up after work, lamenting about how absurdly difficult it is to find parking in New York City. How bizarre, we thought, that in this era of technology and innovation elevating everyday conveniences, where one can book an airline seat, get a cab, order food, or even find a babysitter from their smartphone, why hasn't parking been similarly disrupted?

So, team SPACES was born to embark on one important mission: to make parking easier!

Founder and industry veteran, Jerry Skillett developed SPACES technology as an answer to post-pandemic demand for sanitary commuter parking and flexibility to address the new consumer demand, in an effort to bring digital revolutions to the traditional parking access system.

In three short years, SPACES has grown with presence in 14 states with an average growth of 500% year over year.

The following is the description of the firm:

- Legal structure: SPACES USA, LLC
- Areas of expertise: Parking Access Revenue Control System and Mobile Payment
- Length in business: 3 years
- Number of employees: 50
- Address of office – address of office that will manage the project:

750 Lexington Ave, Suite 7-24  
New York, NY 10022

# EXPERIENCE

We have selected a few properties that most closely align with your operation. If you would like to see additional properties, please let us know.

## PUBLIC SECTOR CLIENTS

### IDAHO FALLS REMOTE ECONOMY LOT

Name: Rick Cloutier / Bruce Young

Address: 2140 N Skyline Dr, Idaho Falls, ID 83402 Phone:  
(208) 612-8161

Installed: May 17, 2022

SPACES Technology installed:

- SPACES Call to Park
- SPACES Digital Display
- Magnetic Pro Parking Gate
- Intercoms



SPACES was engaged to transform a non-controlled surface lot into an access-controlled pay for parking lot. The surface lot has 358 total spaces. SPACES provided the Idaho Falls airport with our proprietary access control system which includes:

- SPACES gate controllers
- Magnetic Parking Pro gates
- SPACES Digital Display signage
- Intercom Units

The SPACES system allowed the airport to start charging for parking in the above-mentioned surface lot. Within one week of installation the lot was filling up on a daily basis. There was no cost incurred by the airport for the SPACES system, giving them an access control system for only the cost of pouring a concrete island and running conduit.

The adoption of the SPACES system by the consumer has been swift and successful.



## CITY OF OAKLAND, CA

Name: Tad Lacey

Address: 2100 Telegraph Ave, Oakland, CA

Phone: (510) 928-3016

Installed: 3/9/2021

SPACES Technology installed:

- SPACES Call To Park



The SPACES installation allows Telegraph Plaza to operate as a fully functioning automated garage without any additional labor or enforcement. As a result, the City of Oakland is able to collect revenues 24/7 while saving significant capital improvement on parking access control. In addition, the City of Oakland is able to save approx. \$60,000 annually in maintenance cost and consumables (parking tickets, validation tokens & stickers) while delivering a complete touchless experience.

## UAB, SCHOOL OF DENTISTRY

Name: Kwento Ikwuezunma

Address: 2045 7th Ave S, Birmingham, AL 35233

Phone: (205) 704-1859

Installed: 4/20/2022

SPACES Technology installed:

- SPACES Call To Park



With the help of SPACES call to park, UAB's School of Dentistry was able to extend the life of their aging legacy PARCS equipment. Processing an average of 2,200 transactions per month with a four-lane lot, SPACES saved UAB an upfront cost of over \$250,000 in capital expenses!

## PRIVATE SECTOR CLIENTS

### SALESFORCE TOWER

Name: Jeff Williams / Jeff Reynolds

Address: 111 Monument Cir, Indianapolis, IN 46204 Phone:  
(317) 281-7011

Installed: 7/20/2020

Salesforce Tower (formerly known as Bank One Tower, then Chase Tower, and originally conceived as American Fletcher Tower) is the tallest building in the U.S. state of Indiana.

The garage has 854 stalls and open 24 hours, 7 days a week.

- SPACES Technology installed:
- SPACES LPR
- SPACES Call To Park
- Digital Displays
- Magnetic Pro Parking Gates



### PNC CENTER

Name: Larry Isrow

Address: 101 W Washington St, Indianapolis, IN 46204

Phone: (310) 584-8030

Installed: 1/21/21

PNC Center is a Class A office building located at the “center of it all” in Downtown Indianapolis. The building features two towers, sixteen stories each and an open sixteen story atriums connected to the Hyatt Regency hotel.

The 636,550 square foot building provides first class amenities and covered access to Circle Centre Mall, Indiana

Convention Center, Indianapolis State Capitol, Indiana Government Center, Lucas Oil Stadium, 6 hotels and 54 restaurants. PNC Center is also attached to over 2,500 covered parking spaces.



SPACES Technology installed:

- SPACES Call To Park

Powered by



## MARTIN SELIG REAL ESTATE PORTFOLIO

Name: Melinda Coleman

Address: 1000 Second Avenue, Suite 1800, Seattle, WA 98104-1046

Phone: 206-386-5100

Installed: Dec 2021 - Present

Martin Selig is one of the largest developers in Seattle, WA with over 4 million sqft of office space. SPACES has partnered with Martin Selig Real Estate at 8 of their facilities with 22 combined total number of lanes. To-date, SPACES has combined savings of \$2.5 million in capital expenditures due to SPACES no cost solutions and average approx. 20% ongoing operational cost savings year-to-year.

SPACES Technology installed:

- SPACES Call To Park



Powered by



## KEY PERSONNEL

The following are the key personnel for this project:

### **CHRIS BOGNA, PROJECT MANAGER**



With a BA in Business Economics from UC Riverside, Chris is the Vice President of Operations and

Business Development for SPACES throughout the West Coast. He has more than 12 years of parking experience in project management and operations management. Throughout his career he has overseen PARCS installations at Los Angeles World Airports, The City of Santa Monica, and the San Jose Airport. Throughout his tenure at SPACES, Chris has overseen the installation of SPACES equipment in 40+ locations throughout the West Coast across multiple verticals.

Chris will oversee this project from start to finish and will be responsible for the quality and timeliness of the SPACES team and their various subcontractors. Throughout this project, Chris will work hand in hand with the various departments within SPACES as well as those at the Idaho Falls Regional Airport to facilitate exceptional communication.

Chris' time allocation to the IFRA PARCS installation will vary based on the dynamic needs of the project but this will be his main priority and will retain his focus throughout its duration. He is based out of Los Angeles at 13940 Terra Bella Ave, Los Angeles, CA 91331 and will be onsite at IFRA frequently throughout the installation.

#### References:

Joseph Dudek

Principal – JD Enterprises

(626) 260-1750

Jon Cimperman

Sr. Project Manager – Port of Oakland

(510) 385-4024

Michael Towler Jr.

Finance Manager – City of Culver City

(310) 883-8030

## **SAMUEL HABER, CHIEF OF STRATEGY**

Samuel Haber is the Chief of Strategy and the center of the SPACES technology ideation and development. In short, Samuel eats, sleeps and breaths product development, and is always envisioning the “next best thing” for SPACES. Samuel was the first company hire and has helped develop the SPACES concept from “notes on paper” to its current iteration. In addition to all related strategy and development, Samuel plays a key role in business operations and strategic partnerships. He works closely with our clients to understand their operational flow, which allows him to effectively optimize the technical development of SPACES. Prior to joining the SPACES team, Samuel worked as a luxury brand consultant. He spent a year in Europe where he worked for famed contemporary artist Danh Vo. Prior to his travels, Samuel handled the image and clientele restructuring of Browning Fitness, - a boutique athletic club located in Manhattan. His branding work for Browning was featured in many consumer publications which attributed to their current success. Sam oversees all the Project Management Team and Onboarding Team.

In this project, Sam’s role is to oversee all the development and technical setup of the system and to ensure execution from the Project Management Team in order to meet deadlines and overseeing the Onboarding Team for a successful Go-Live.

Sam is based out of New York at 750 Lexington Ave, Suite 7-24, New York, NY 10022 and has overseen installations for SPACES throughout the nation.

## **AMRITAA RAY, VP ADMINISTRATION**

Amritaa is a goal-driven, organized and spirited professional with interests in operational process management, strategy, analytics, and processes to drive market expansions. Uniquely fascinated by how intelligent and meaningful analysis of data has become the new 'power tool' of the global business environment. She is experienced in Product Management and Data Analytics for B2C products.

Throughout this contract, Amritaa and her team will provide training related to the SPACES equipment and help manage internal processes related to setting up new rate structures, creating new validations, any many other tasks.

Amritaa is based out of Chicago.



#### **SHANNON FREDERICK, COMMAND CENTER DIRECTOR**

Shannon brings more than a decade's worth of experience managing customer support call centers. She currently oversees a team of over 25 seasoned customer service representatives who respond to customer needs across the nation, 24 hours each day.

For this project, Shannon will be increasing her team size to ensure that customers at IFRA are promptly assisted, should the need arise.

Shannon and her team are based out of Texas.

#### **SAHIL THAKUR, LEAD TESTER & SERVICE**

Sahil graduated from NYU and oversees acceptance testing for SPACES across the country. Once a site has been signed off for go-live, Sahil oversees ongoing maintenance and service calls for the nation.

Sahil is based out of New York at the SPACES home office.

#### **JOHN GLODT, LEAD INSTALLER**

With more than 30 years of PARCS installation experience, John and his team at JG Parcs are one of the core installers utilized by SPACES. His team is currently assisting with our installation at Lewiston Nez Perce County Airport. He and his team are intimately familiar with the SPACES equipment as well as nearly any other PARCS equipment there is.

John is based out of Orange County.

#### **JERRY SKILLETT, EXECUTIVE CHAIRMAN AND CO-FOUNDER OF SPACES.**

With more than 35 years of experience as an industry executive and innovator, he provides the company with strategic guidance and visionary leadership. Prior to SPACES, Skillett was co-founder and CEO of Citizens Parking, building it to be the second largest parking company in earnings in the United States. During his tenure, he led the strategy, acquisitions, senior leadership, and business process changes of the major brands – Lanier, ICON, Park One, AmeriPark and QuikPark – encompassing 1,200 locations, 8,000 employees, and 320,000 parking spaces across the United States and Puerto Rico.

Skillett also served as a key adviser to the underwriting team for the acquisition of InterPark in 2017, which was the world's largest parking transaction.

In this project, Jerry Skillett will provide all the visionaries and guidance. With his 40+ years of experience in the parking industry, Jerry is able to provide insights and direction to the entire SPACES Team to achieve the expectations of City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA) for the project.

Jerry is based out of New York at 750 Lexington Ave, Suite 7-24, New York, NY 10022

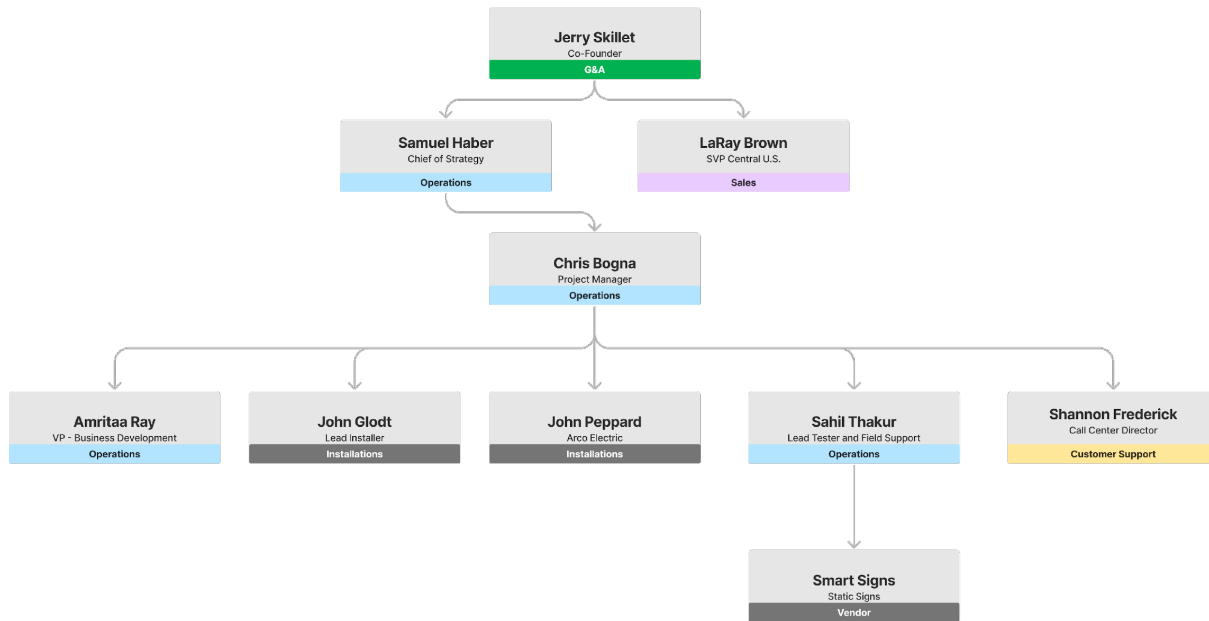
#### **LARAY BROWN, SENIOR VICE PRESIDENT**

LaRay is the Senior Vice President of SPACES. LaRay is a specialized executive with over three decades of parking and transportation industry experience. LaRay has owned his own consulting firm with a focus on Parking Access and Revenue Control Systems and has been an EVP over regional operations for two national parking firms.

In this project, LaRay's role is to be the liaison between SPACES and City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA) and to ensure that SPACES is meeting all contract requirements and client satisfaction.

LaRay is based out of Illinois as 256 W Grantley Ave. Elmhurst IL. 60126

# ORGANIZATION CHART



## TIME ALLOCATION

Personnel Name	Role	Solution Design	Install	Testing	Support
Jerry Skillet	President	5%	0%	0%	0%
LaRay Brown	SVP Sales	20%	5%	5%	0%
Sam Haber	CSO	5%	5%	5%	5%
Chris Bogna	Project Manager	20%	30%	20%	5%
Amritaa Ray	Administration	0%	10%	10%	5%
Shannon Fredrick	Call Center	0%	0%	0%	10%
Sahil Thakur	Lead Tester	0%	5%	100%	5%
John Glodt	Lead Installer	0%	100%	10%	5%



## Contact

(818) 731-9433 (Mobile)  
chrisbogna@gmail.com

[www.linkedin.com/in/christopher-bogna-613ba753](https://www.linkedin.com/in/christopher-bogna-613ba753) (LinkedIn)

## Top Skills

Microsoft Office  
Communication  
Team-oriented

## Languages

Spanish (Elementary)  
English (Full Professional)

# Christopher Bogna

VP - Business Development & Operations at SPACES  
Los Angeles, California, United States

## Summary

Hello, I'm an accomplished manager with experience in both the operations and parking account revenue control equipment (PARCS) side of the parking industry across multiple verticals. I have exceptional interpersonal skills and strive to under promise and over deliver.

## Experience

### SPACES

VP - Business Development & Operations  
January 2021 - Present (2 years 3 months)  
Los Angeles Metropolitan Area

### LAZ Parking

General Manager  
March 2019 - January 2021 (1 year 11 months)  
Oakland Airport

General Manager overseeing all aspects of the LAZ contract with the Port Authority at the Oakland Airport

### SP+ (SP Plus)

Senior Manager  
May 2016 - November 2018 (2 years 7 months)  
Santa Monica Municipalities

### New South Parking

3 years 1 month  
General Manager  
January 2016 - June 2016 (6 months)  
Los Angeles World Airports

### Assistant Facility Manager

June 2013 - December 2015 (2 years 7 months)  
251 World Way Los Angeles 90045

- Improve old procedures to make the operation more efficient.
- Help manage our 450+employee work force
- Oversee the installation and procedural changes as we install the new automated equipment at LAX

#### SP+ (SP Plus)

Senior Manager - Santa Monica

2016 - 2016 (less than a year)

#### Modern Parking Inc.

Manager

April 2013 - May 2013 (2 months)

4955 Van Nuys Blvd. Sherman Oaks

Managed two different medical plaza parking lots for Modern Parking Inc. One at 4955 Van Nuys Blvd. in Sherman Oaks and another at 11550 Indian Hills Road in Mission Hills

#### Classic Bath Designs Inc.

Employee

January 2013 - March 2013 (3 months)

Sun Valley California, 91352

Improve the image of Classic Bath Designs Inc.

Manage relations with current clients.

Look for future business opportunities.

#### Bankers Life and Casualty

Unit Field Trainer/Manager

September 2012 - December 2012 (4 months)

Chatsworth

#### Central Parking System

Manager

June 2011 - September 2011 (4 months)

Deal with customer and employee complications.

Discover creative ways to improve customer service.

With the help of the rest of the managerial staff, manage the 200+ employees.

Help with hiring of new employees.

#### New South Parking

Internship

June 2009 - September 2009 (4 months)

## Contact

(347) 413-4954 (Mobile)  
samuel.haber@gmail.com

[www.linkedin.com/in/samuel-haber-332b3124](http://www.linkedin.com/in/samuel-haber-332b3124) (LinkedIn)

## Languages

English  
Spanish

# Samuel Haber

Chief of Strategy at SPACES  
New York City Metropolitan Area

## Summary

Samuel Haber is the Chief of Strategy and the center of the SPACES app ideation and development. In short, Samuel eats, sleeps and breaths product development, and is always envisioning the "next best thing" for the SPACES app.

Samuel was the first company hire and has helped develop the SPACES concept from "notes on paper" to its current iteration. In addition to all app-related strategy and development, Samuel plays a key role in business operations and strategic partnerships. He works closely with garage executives to understand their operational flow, which allows him to effectively optimize the technical development of SPACES.

Prior to joining the SPACES team, Samuel worked as a luxury brand consultant. He spent a year in Europe where he worked for famed contemporary artist Danh Vo. Prior to his travels, Samuel handled the image and clientele restructuring of Brownings Fitness, - a boutique athletic club located in Manhattan. His branding work for Brownings was featured in many consumer publications which attributed to their current success.

His development experience stems from his prior work as an executive for a private corporation which specialized in the acquisition of distressed businesses with the intent to have a profitable turnaround.

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## Experience

SPACES - Don't park. Find a Space.  
Chief of Staff / Chief of Strategy  
November 2014 - Present (8 years 5 months)  
Greater New York City Area

## Education

Baruch College

Bachelor's degree, Business, Management, Marketing, and Related Support  
Services · (2007 - 2010)

Baruch College

Bachelor's degree

## Contact

1 N. LaSalle Street  
Suite 1650  
chicago, IL 60602  
312.578.1660, ext 20 (Work)  
laraybrown8@gmail.com

[www.linkedin.com/in/laray-brown-77153243](http://www.linkedin.com/in/laray-brown-77153243) (LinkedIn)

## Top Skills

Contract Negotiation  
Facilities Management  
Business Development

# LaRay Brown

Sr. Vice President SPACES USA  
Greater Chicago Area

## Experience

### SPACES

Senior Vice President  
June 2020 - Present (2 years 10 months)  
Chicago, Illinois, United States

A technology firm integrating consumer cellular access and payment services to the commercial real estate industry.

### REEF PARKING

Executive Vice President  
June 2019 - May 2020 (1 year)  
Greater Chicago Area

### Citizens Lanier Holdings

Executive Vice President  
December 2016 - June 2019 (2 years 7 months)  
Chicago

### Central Parking System

Senior Vice President, Southern Region  
February 2013 - July 2015 (2 years 6 months)  
New Orleans, Louisiana

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## Education

University of Oklahoma



## Contact

[jerry@spacesusa.com](mailto:jerry@spacesusa.com)

[www.linkedin.com/in/jerry-skillett-81b258](https://www.linkedin.com/in/jerry-skillett-81b258) (LinkedIn)

## Top Skills

Contract Negotiation

Negotiation

Profit Maximization

# Jerry Skillett

Executive Chairman & Co-Founder at SPACES

New York, New York, United States

## Summary

Jerry Skillett is Executive Chairman and Co-Founder of SPACES, a revolutionary technology company that enables the monetization of vehicle navigation in the global parking industry. With more than 35 years of experience as an industry executive and innovator, he provides the company with strategic guidance and visionary leadership. ([www.spacesusa.com](http://www.spacesusa.com))

Skillett is also Chairman of TEZ, which creates innovative, mobile technology solutions that fuel revenue generating guest experiences. ([www.tezhq.com](http://www.tezhq.com))

Prior to SPACES, Skillett was co-founder and CEO of Citizens Parking, building it to be the second largest parking company in earnings in the United States. During his tenure, he led the strategy, acquisitions, senior leadership and business process changes of the major brands – Lanier, ICON, Park One, AmeriPark and QuikPark – encompassing 1,200 locations, 8,000 employees, and 320,000 parking spaces across the United States and Puerto Rico. Skillett also served as a key adviser to the underwriting team for the acquisition of InterPark in 2017, which was the world's largest parking transaction.

Before the formation of Citizens and the acquisition of Lanier Parking in 2014, Skillett was a long-time member of Central Parking System's executive management team. He guided the company through explosive growth, adding hundreds of locations in dozens of cities across the United States and Mexico.

Skillett also created ParkROI and RateConnect, industry specific processes that deliver double-digit, year-over-year profitability increases for parking organizations. In addition, he launched airport parking locations Park SFO, EasyPark, Park 105, CentralAirPark and ParkDIA.

His business expertise extends well beyond parking. He was Founder and CEO of M/One, which launched multiple award-winning technology companies including SmartSound, Vicious Fishes Software, DVC Direct and 24-7 Digital, as well as product companies Stopain and Highlander Direct. He also was an advisor and investor in successful technology companies WiredCommute and Spectrum.

Skillett is an accomplished mountaineer and avid triathlete, culminating in the 2011 Ironman World Championship. He is a board member of Avail NYC, Co-Chair of Hillson Partners, and past board member of the Kansas University Alumni Association. Jerry and his wife Leonor live in New York City.

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## Experience

### SPACES

Executive Chairman & Co-Founder  
May 2018 - Present (4 years 11 months)  
New York, New York

### TEZ

Chairman  
August 2019 - Present (3 years 8 months)

### Citizens Parking

CEO  
October 2011 - April 2018 (6 years 7 months)  
Greater New York City Area

Citizens Parking specializes in parking company acquisitions. Our innovative strategy and capital resources are designed to provide unique advantages to parking company owners and their management teams in which we invest. We invest in parking companies that are profitable, show a history of growth, are a geographic or vertical market leader, have a strong management team poised to grow, have an excellent reputation and high integrity.

With an entrepreneurial spirit, we find creative approaches to grow the parking assets that enhance overall value. Our greatest strength comes from conducting business from the highest integrity.

Our first significant investment was with Lanier Parking Solutions, a leading national parking and transportation management company located in Atlanta with over 400 locations in 12 states, followed by ICON Parking, New York's #1 operator, Pk1 - South Florida's largest operator and AmeriPark the market leader in retail centers across the United States. Today we have over 1,300 locations and the 2nd largest operator in the US.

#### Central Parking System, Inc.

Vice President - Western US VP National Business Development  
2005 - 2011 (6 years)

#### m/one inc.

CEO

1995 - 2005 (10 years)

Pasadena, CA

m/one is a leading product developer/investor and successfully has invested in m/one advertising, M2 Software Equity LLC, SmartSound, DVC Direct, Vicious Fishes Software, 24-7 digital inc, WiredCommute, Stopain Topical Analgesic, Spectrum NW.

#### Central Parking System

Vice President

1981 - 1995 (14 years)

The largest parking company in the United States, owns, leases, and manages parking projects in 65 major cities. Jerry Skillett is responsible for the Western United States.

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## Education

#### The University of Kansas

BS, Mathematics, Business Administration · (1977 - 1981)



## RELEVANCE OF PROPOSED EQUIPMENT, AND OR SERVICES

In the following pages, you will find SPACES main components and project approach. All entry and exit lanes will be equipped with:

- SPACES Gate Kit
- SPACES Digital Display
- LPR cameras
- Magnetic Barrier Gates
- Intercoms
- Ground Loops
- Flowbird Drive S5 – Entry Device
- Flowbird Drive S5 – Exit Device
- Occupancy Signs



# PROJECT APPROACH

## PROJECT MANAGEMENT OUTLINE AND TOOLS

SPACES will start the project by conducting the initial kick-off call to establish timeline and installation expectations. We would encourage all applicable participants from the City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA) to be a part of this meeting. The call will provide expectations on equipment and signage installation dates, onboarding, and training.

Following the call, we will plan for a finalized site walk with our installation team to inspect the site's infrastructure and test the cable runs and loops in the field. Once verified, SPACES will inform the Idaho Falls Regional Airport (IFRA) Team of any changes to the timeline needed based on unforeseen challenges. Also, SPACES will complete or participate in an updated set of site, structural, electrical, mechanical plans and specification for construction and installation purposes.

Once a finalized scope is determined, SPACES will begin the installation of the PARCS, beginning with Phase 1 of the exit gates. SPACES will installed both the Flowbird ticketing system and SPACES controller in one (1) of the three (3) exit lanes. We will install the SPACES I/O controller in the other two (2) exit lanes on top of the legacy PARCS. The Flowbird lane will remain closed until a Flowbird entry lane has been installed and customers begin pullin tickets.

Throughout this time, customers who pull a ticket from a legacy system and those that enter through SPACES will both be able to exit through the other two (2) dedicated exit lanes.

After the exit lanes have the SPACES I/O controllers installed, we will fully install SPACES in the economy lot. During the installation, SPACES will ensure that there is always access to the lot we are working on via one of the entrances.

Once the economy lot has transitioned, installation will begin in the remaining two (2) lots. Once the first entry lane is installed and available for customer use, the Flowbird + SPACES exit should be opened. Temporary signage should be installed to direct customers to the current lane based on their method of entry. We strongly recommend IFRA staff the exit lanes during this time to help assist customers.

Throughout the installation, SPACES USA will utilize Asana Project Management tools and the Project Manager will ingest all pertinent info and deadlines to meet the go live date. All work orders are distributed to SPACES various departments such as Onboarding, Design Team, Accounting, and any updates are tracked via Asana.

Our Project Manager will also establish a weekly call to review the checklist and any new items. We will then provide a mock sign package to be approved and give updates on all testing.

Following the go-live date, Chris Bogna and our Onboarding Team are in charge of setting up a weekly call (or bi-weekly/monthly) with City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA) Team to ensure we are addressing all issues and provide immediate solutions.

# PROJECT SCHEDULE Gantt

## PROJECT: Idaho Falls Regional Airport

Contoso, Ltd.

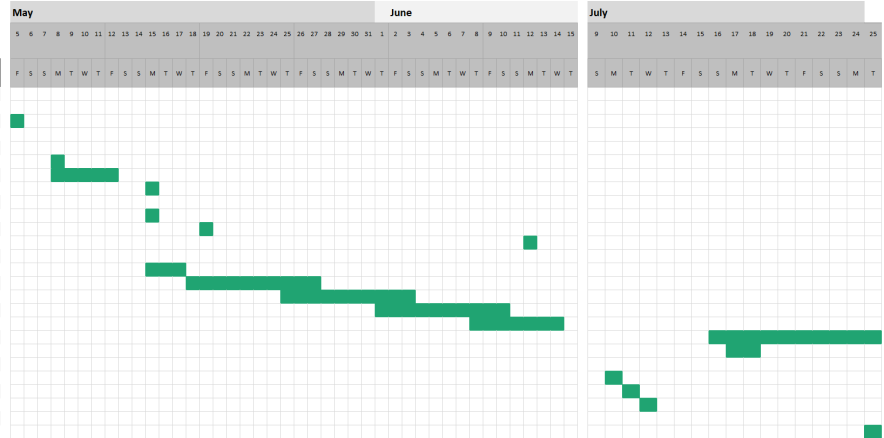
Riku Nakano

Project start date: 4/30/2023

Scrolling increment: 5

Legend: On track Low risk Med risk High risk Unassigned

Milestone description	Category	Assigned to	Progress	Start	Days
<b>Project Initiation</b>					
Contract Award	On Track	FRA	0%	5/1/2023	1
Receipt of CAD Drawings & Updates	On Track	SPACES	0%	5/2/2023	1
Team Allocation	On Track	SPACES	0%	5/2/2023	2
<b>Kickoff and Site Examination</b>					
Kickoff Call	On Track	SPACES	0%	5/8/2023	1
In Person Site Verification	On Track	SPACES	0%	5/8/2023	5
Submit Inspection Results	On Track	SPACES	0%	5/15/2023	1
<b>Design Review and Updates</b>					
Update project schedule	On Track	SPACES	0%	5/15/2023	1
Update CAD drawings	On Track	SPACES	0%	5/16/2023	1
Submit Training Manuals	On Track	SPACES	0%	6/12/2023	1
<b>Installation and testing</b>					
Exit Plaza Phase 1	On Track	SPACES	0%	5/15/2023	3
Daily Lot	On Track	SPACES	0%	5/16/2023	10
Short-Term Lot	On Track	SPACES	0%	5/25/2023	10
Economy Lot	On Track	SPACES	0%	6/2/2023	10
Transition Gates	On Track	SPACES	0%	6/8/2023	7
Exit Plaza Phase 2	On Track	SPACES	0%	7/16/2023	10
Path of Travel Signage	On Track	SPACES	0%	7/17/2023	2
<b>Training</b>					
Training Option 1	On Track	SPACES	0%	7/16/2023	1
Training Option 2	On Track	SPACES	0%	7/17/2023	1
Training Option 3	On Track	SPACES	0%	7/17/2023	1
<b>Go-Live</b>					
Go-Live	On Track	SPACES	0%	7/25/2023	1



## SUBCONTRACTOR MANAGEMENT

Subcontractor management is the management of contractors outsourced to provide a service that SPACES does not provide. Managing the subcontractors is integral to this project and will be overseen by the SPACES Project Manager. SPACES will accurately maintain project schedules, daily logs, status reports, updates, health violations, and all other necessary documents related to the site's safety.

SPACES will utilize three subcontractors for the required work at Idaho Falls Regional Airport. These subcontractors include Arco Electric, JG PARCS, and Fast Signs.

## ARCO ELECTRIC PERTINENT PAST PERFORMANCE AND REFERENCES

Idaho Falls Event Center Phase I – Parking Lot Infrastructure

Bateman-Hall CM

Aaron Johnson 208-523-2681

Electrical Portion \$181,200.00

Completed 2020

### 1. IDAHO FALLS STREET AND SANITATION FACILITY

Rivers West Construction

Rich Kennedy 208-522-4758

Powered by



Electrical Portion \$115,000.00

Completed 2022

**2. IDAHO FALLS CRESTWOOD TRAFFIC SIGNAL**

Knife River Corporation

208-523-2681

Electrical Portion \$88,595.00

Completed 2023

**3. IDAHO FALLS POLICE STATION**

Ormond Builders

Arden Smith 208-524-1422

Electrical Portion \$4,300,000.00

Completed - Current

**SUPPLIERS**

1. Electrical Wholesale – 208-523-2800
2. Platt Electric Supply – 208-524-6171
3. D&S Electric Supply – 208-237-8200
- 4.

## **PROJECT AND LOCAL AREA UNDERSTANDING**

Performing Electrical Work in Southeast Idaho since 1982. Makes 41 years of service under our belt. Arco Electric has experience ranging from Large Commercial projects to simple residential repairs and much more. We have worked with many large control companies, namely Johnson Controls, Trane, and others. Arco has a strong reputation for quality work and stands by our workmanship.

## **FIRMS PROJECT SCHEDULE AND MILESTONE IDENTIFICATION**

Any changes in the scope of work are handled by Austin Bono (Our Project Estimator) and coordinated with our Project Foreman. Once document(s) and other important information is reviewed any changes in scope of work is priced by Austin and sent to be reviewed by the appropriate party.

Every Change order Pricing is detailed and broken down by cost by labor, material, and profit/overhead. All material cost is broken out in item-by-item detail and cost. Making for easy assurance of accurate and reliable pricing. Project Schedule is reviewed and taken into consideration and all material provided by Arco Electric is reviewed to fast track any conflicts in lead times.

Milestone Identification for this project would be as follows...

1. Removal/ Demo of existing Equipment
2. Installation of new equipment
3. Testing and troubleshooting if needed
4. Maintenance and repair on need-by-need basis

## DESCRIPTION OF FIRM

Arco Electric currently employs 23 people with multiple people who have been with Arco since its beginning here in Idaho in 1982. Please refer to our flow Chart to see the main leadership here in Arco Electric.

Arco's Business address is PO Box 50429 Idaho Falls, ID 83405 Arco's Office Address is 625 W. 25th St. Idaho Falls, ID 83402 Office Number 208-522-2185

## HURDLES AND SOLUTIONS

There are a handful of hurdles that we anticipate hitting throughout the course of the installation. First and foremost, the use of point-to-point receivers in two of the entry lanes will cause communication issues during inclement weather and as oversize vehicles cross the line of communication. Ideally, new data runs should replace corrupted data conduit. However, if that is deemed infeasible, we recommend extending the receiver, located at the exit booth higher, to minimize the impact of oversize vehicles in the lot.

While installing, it will be critical to minimize the impact on IFRA customers. Through the SPACES technology, we will be able to maintain a dual system throughout the installation. Ideally, we will build out a connected wired network throughout the installation, but it is likely we will run into spacing constraints within the current conduit runs. To mitigate this issue, we plan to bring additional point-to-point receivers to connect the SPACES network until the old network cabling has been removed from the conduit and the new cabling installed. By maintaining a dual system throughout the installation and providing adequate signage, customers parking throughout the installation will be able to exit using the access credential they entered with all without the need to separate customers in the exit lanes with labor.

One final hurdle this installation may face is the procurement process with Magnetic Gates. The total scope for this project consists of more parking gates than we typically have available within our inventory. To mitigate this, we plan to slightly increase our current inventory and will place an order for the remaining gates once the contract is awarded. Given the installation timeline and lot by lot installation approach, we do not anticipate this affecting the schedule.

## PROPOSED COST

We aim to have a long-term partnership with the City of Idaho Falls (City) and the Idaho Falls Regional Airport (IFRA). The following is our proposed cost structure:

### COST OF HARDWARE & INSTALLATION

Hardware Cost		
SPACES hardware provided are as follows:		
SPACES Gate Controllers for all lanes	Qty 6	\$0
LPR Cameras for all lanes	Qty 6	\$0
Outdoor Digital Displays for all lanes	Qty 6	\$0
Parking Gates (Magnetic or Elka)*	Qty 8	\$0
Ground Loops	Qty 6	\$0
Intercoms	Qty 6	\$0
Flowbird Ticketing Machine	Qty 2	\$0
Flowbird Exit Terminal	Qty 2	\$0
Occupancy Signs	Qty 3	\$0
<b>Total:</b>		<b>\$0</b>

### COST OF SOFTWARE

SAAS Fee	
Software is provided as a recurring monthly SAAS Fee:	\$900 / Month
Month 29 and forward	\$750 / Month

### TECHNOLOGY FEE

Technology Fee (paid by Customers):	
Transient / Validations	\$1.25 per paid transaction
Month 29 and forward	\$0.63 per paid transaction

## OPTIONAL: SPACES CALL CENTER

Cost	
First 28 months	\$900 / Month
Month 29 and forward	Client's choice of \$900 / month or \$0.25 per paid transaction

SPACES will provide IFRA with an initial inventory consisting of the following:

- Parking gate (Magnetic or Elka) x 1
- Parking gate arm x 4
- Flowbird exit terminal x 1
- Flowbird ticketing machine x 1
- Set of modular Flowbird components x 1

Anything above and beyond these items can be procured through SPACES as needed.

## **ONGOING ROUTINE MAINTENANCE REPAIRS AND TRAINING**

SPACES technology consists of minimal hardware that requires little to no maintenance. Our ticketing system equipment parts are plug and play so it's very easy to manage. Every SPACES installation is inclusive of any maintenance relating to SPACES hardware.

For any maintenance beyond SPACES hardware, for example due to vandalism or incident, SPACES offers to connect you with hundreds of pre-qualified vendors within the region that we have screened in advance, at cost specified by the vendor.

SPACES, through Flowbird, will provide in-person training on how to conduct level 1 maintenance. This maintenance will cover the basics needed to replace modular components, clean the equipment, replace gate arms, basic gate programming, and how to troubleshoot and diagnose smaller PARCS issues.

If additional training is required after the first session, the cost is \$1,500 plus travel costs for each additional training day.

## **WARRANTY**

SPACES' warranty is covered for up to 3 years and covers level 2 maintenance, systematic inspection, detection, correction and prevention of incipient failures, and damage due to normal wear and tear.

Our warranty also covers SPACES software intra-release updates and hotfixes for technical issues, feature enhancements, and improved functionality.



# SPACESImplementation

Team SPACES is there to support our technology and partners at every location

SPACESpass programs require minimal input and/or support from parking facility owners/operators

We install, maintain and upgrade all of our own systems

## PUBLIC OUTREACH/MARKETING PLANS

Prior to Go Live, SPACES Marketing Department will present ideas and suggestions on materials for distribution via website or social media. The following is a sample 60-day public outreach/marketing plans:

### Week 1-2:

- Review public information FAQ content & distribution options with Airport staff
- Options: printed materials/brochures, website, social media, etc.
- Review program branding options with Airport staff

### Week 3-5:

- SPACES begin drafting FAQ content
- SPACES begin drafting branding options

### Week 6-7:

- Review FAQ content/format draft
- Review program branding drafts with Airport staff

### Week 8:

- Final public outreach and stakeholder meetings
- Finalize any website/online branding/FAQ work

## GO LIVE WEEK

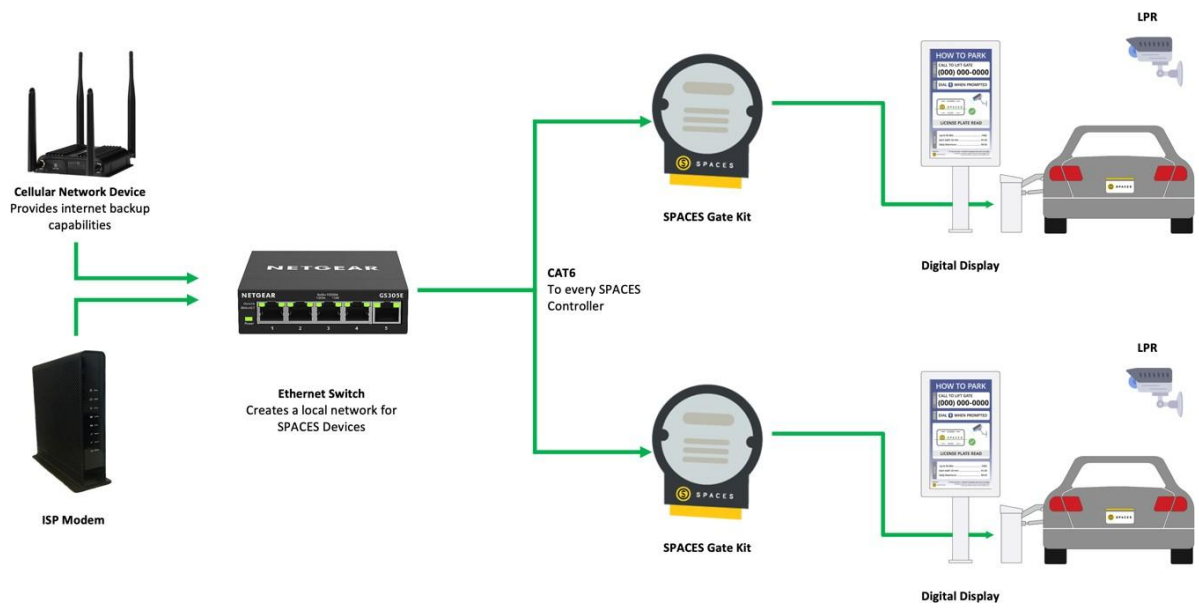
SPACES will have onsite support on the week of launch, also known as “Go-Live.” SPACES will assist Idaho Falls Airport operation staff and/or their operator promote the new PARCS, assist with questions, and ensuring everything runs smoothly.

Following go-live, we remain available to assist with questions, support, rate adjustments, validation changes, and any software needs we can assist Idaho Falls Airport with. SPACES understands that turnover is inevitable and will conduct training with Idaho Falls Regional Airport staff as needed throughout the life of the contract.

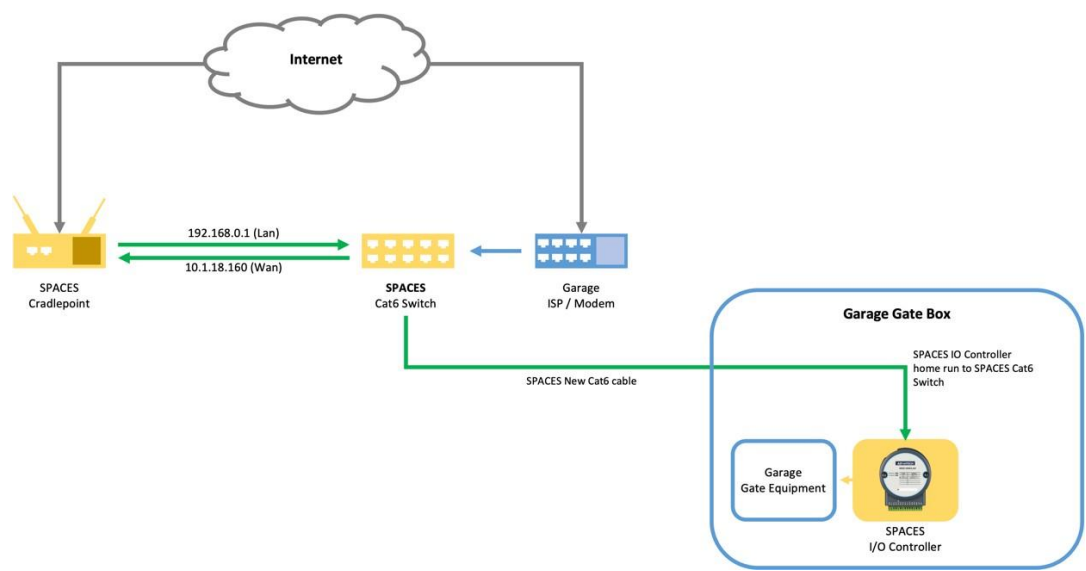
SPACES provides written training materials on validation procedures as well as general maintenance checklist procedures.

# HARDWARE SPEC SHEETS

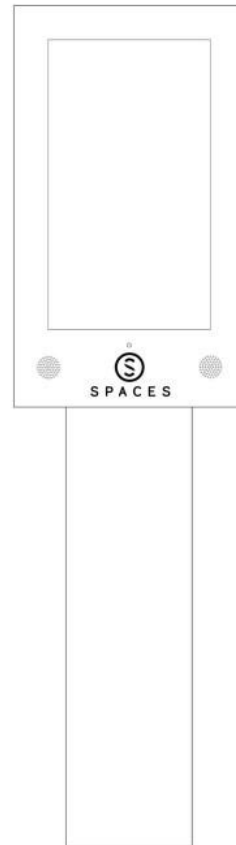
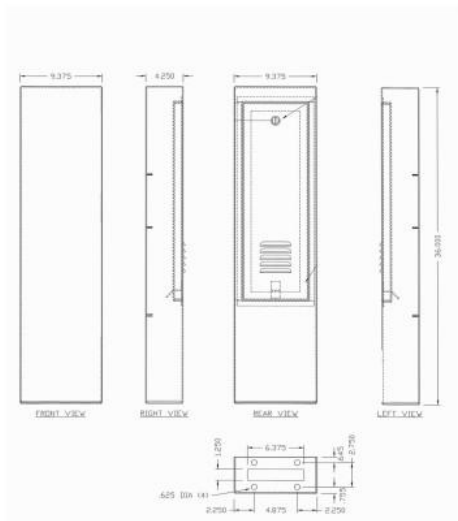
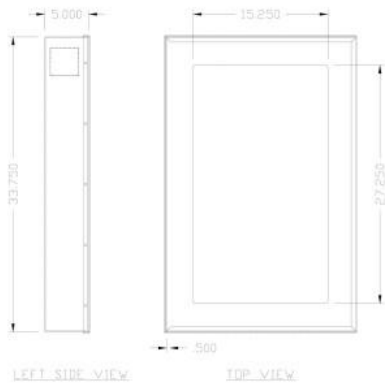
## SPACES HIGH-LEVEL EQUIPMENT OVERVIEW



## SPACES HIGH LEVEL NETWORKING DIAGRAM



## SPACES DISPLAY SPECIFICATIONS



## MAGNETIC BARRIER GATES

### Parking Pro The parking barrier

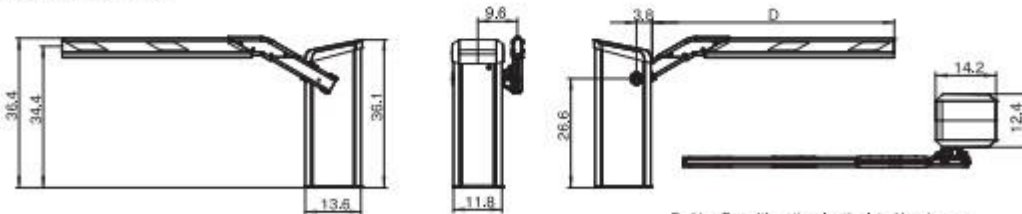
- Reliable detection of tailgating vehicles
- Very low operating costs thanks to efficient and durable MHTM™ drive
- Optimum accessibility for easy maintenance
- German Design Award 2014 and red dot design award 2012
- Designed for 10 million opening and closing cycles



Technical data	Parking Pro	Features	Parking Pro
Barrier width	max. 12 ft	Standard colors	RAL 2000, 9006, 9007, 9010
Opening/closing time	1.3 s	VarioBoom barrier arm	Standard
Power consumption	max. 95 W	Control system	MGC Pro
Drive technology	MHTM™	Integrated 2-channel detector for induction loops	Standard
Voltage	85–264 VAC, 50/60 Hz	Modular expansion of control system	Standard
Duty cycle	100%	Variable I/O assignment	Standard
Housing dimensions (W x D x H)	12,4 x 14,2 x 36,0 in	No. of digital inputs	8
Enclosure rating	IP 54	No. of relays/digital outputs	6/4
Temperature range	–22 to +131° F	Selectable closing speed	Standard
		Selectable opening speed	Standard

#### Dimensional drawings

Parking Pro with VarioBoom



Parking Pro with optional articulated barrier arm

Parking Pro with VarioBoom and optional expansion set



MAGNETIC AUTOCONTROL  
[www.magnetic-access.com/usa](http://www.magnetic-access.com/usa)

# BARRIER GATE SPECIFICATIONS

## FEATURES

Opening/closing time	1.3 Seconds
Lane width	10 or 12 ft (3m or 3.6m)
MicroBoom 12 ft	Standard
Articulated boom	Optional
Control unit modularly extendable	Standard
Integrated 2-channel loop detector	Standard
Additional 2-channel loop detector	Optional
Integrated Serial communication	Standard
Variable I/O allocation	Standard
Opening/closing times selectable	Standard
Number of digital Inputs	8
Number of relay/digital outputs	6/4
Solar/battery option	Optional

## OPERATIONS

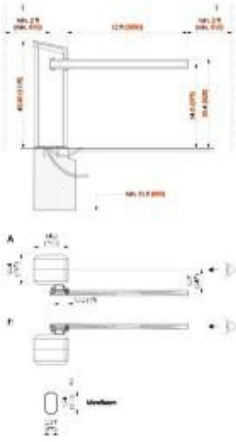
Drive unit	M/MTM MicroDrive
Embedded control unit	MGC Pro
Specified number of cycles	10 Mio
Duty cycle	100%

## HOUSING

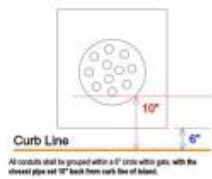
Standard colors	RAL 9010
Housing design	Powder-coated aluminum
Base frame	Powder-coated stainless steel
Measurements	12.4" (31.5 cm) width; 13.6" (34.5 cm) depth; 43.9" (111.5 cm) height
Weight without boom	97 Lbs (44 kg)

## ELECTRICAL

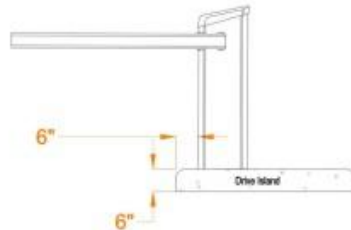
Supply voltage	85-264 VAC 50-60HZ
Power consumption max.	95 W
Current	1.2A



Typical Barrier Gate - 12.5' w x 14.5' d



All curbs shall be grouped within a 6\"/>



# LPR CAMERA SPECIFICATIONS

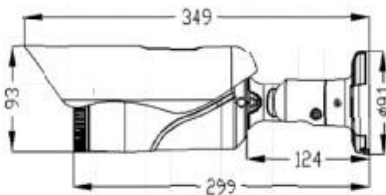
**QN21**

## Imaging Unit



### Specifications

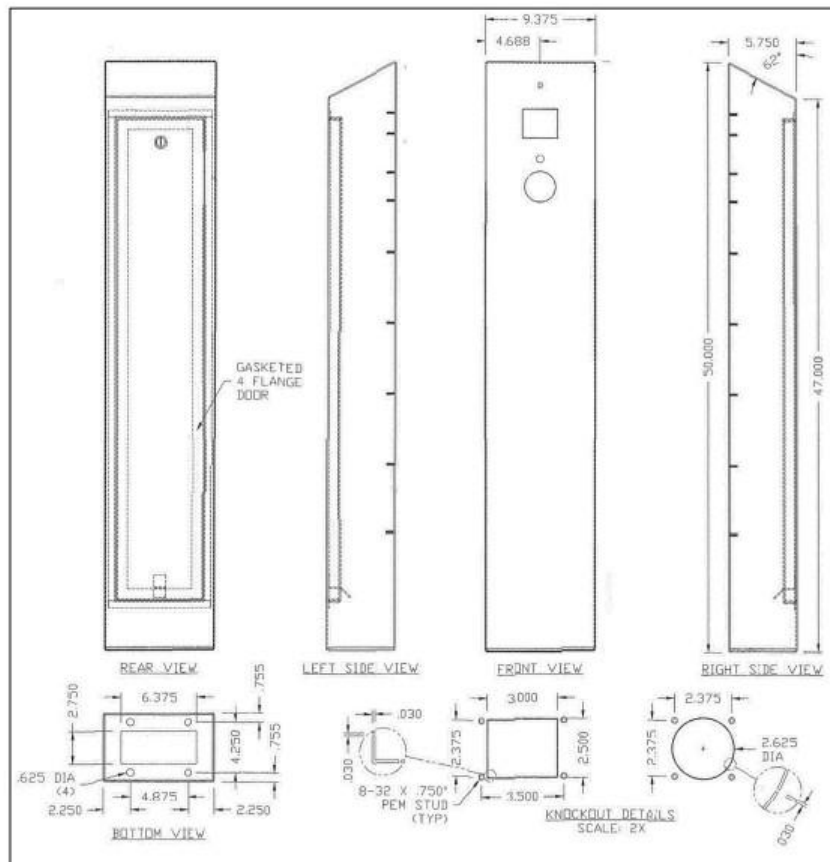
Camera	
Sensor Type	Superior low-light 4Mp progressive scan CMOS sensor (1/2.8")
Shutter	Electronic manual 1/256~1/100,000s
Lens	2.8mm-12mm 4x optical zoom
Minimum illumination	Color: 0.001lux/F1.6; B&W: 0.0005lux/F1.6 (IR Off, AGC On)
Effective Pixels	4M (2560 x 1440)
Working Distance	1.5m-8m (5ft - 26ft)
Angle of view	108.0° ~ 32° (H) (Wide ~ Tele)
IR Illumination	660nm (night) - 6 LEDs, B&W mode
Operations	
Video compression	H.264/H.265/H.264H/MJPEG
Frame rate	Support 60/30fps
Video streams	3 streams; separate 3rd party video stream
Triggers	Hardware: In/out, Motion/Vehicle detection ( <i>with lane controller</i> )
Analytics ( <i>with lane controller</i> )	LPR, State/Country, Vehicle Make/Color/Type
Mechanical and Environmental	
Weight	1.5 kg (3.3 lb)
Operating temperature	-20°C ~ 60°C / -4°F ~ 140°F (includes heater)
Dimensions	349mm x 93mm (13.74"x3.66")
Shell	All-aluminum, IP66, IK10 (excluding glass window)
Power requirement	DC12V <10Watt / POE (48v, mode A)



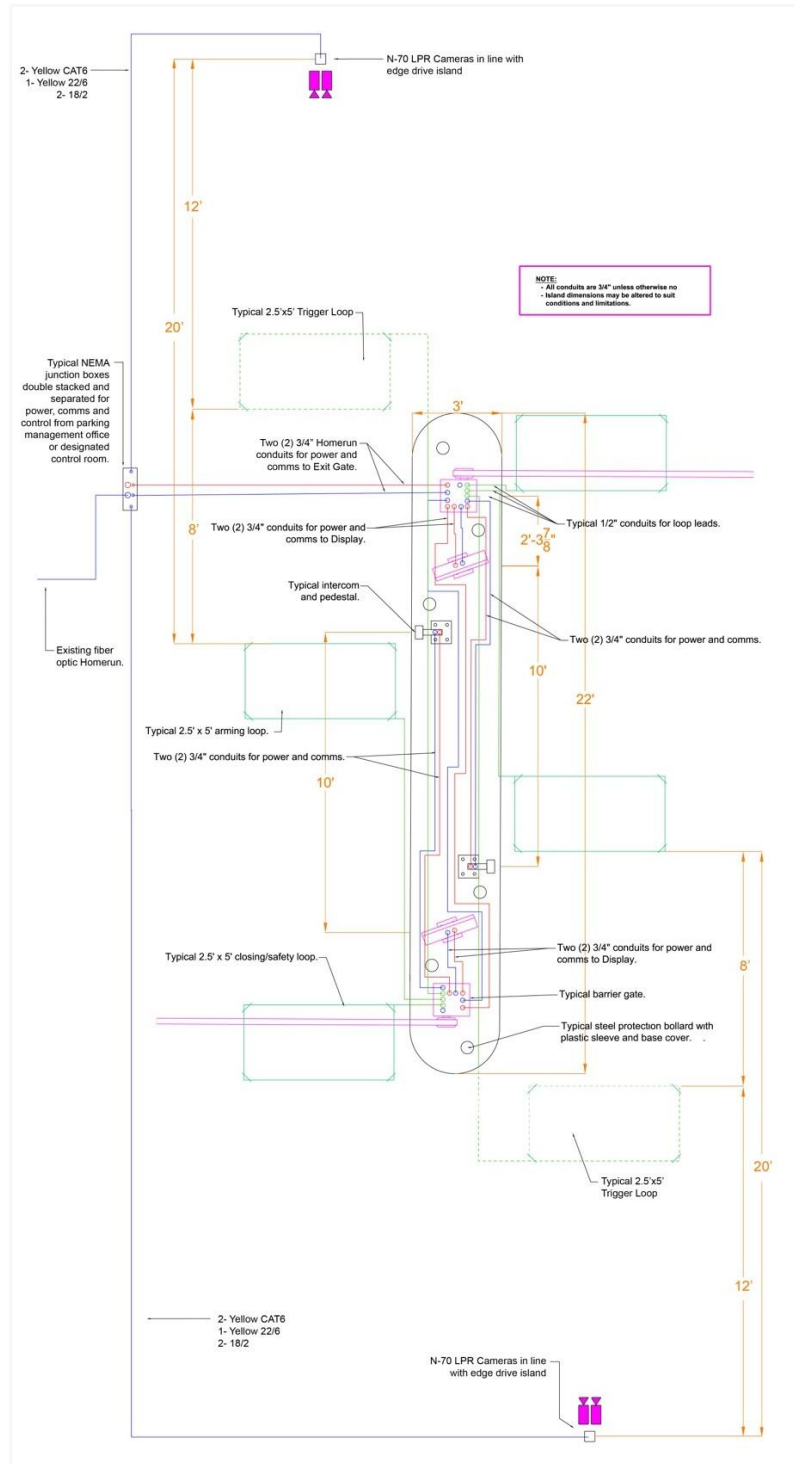
Dimensions in mm



## INTERCOM PEDESTAL SPECIFICATIONS



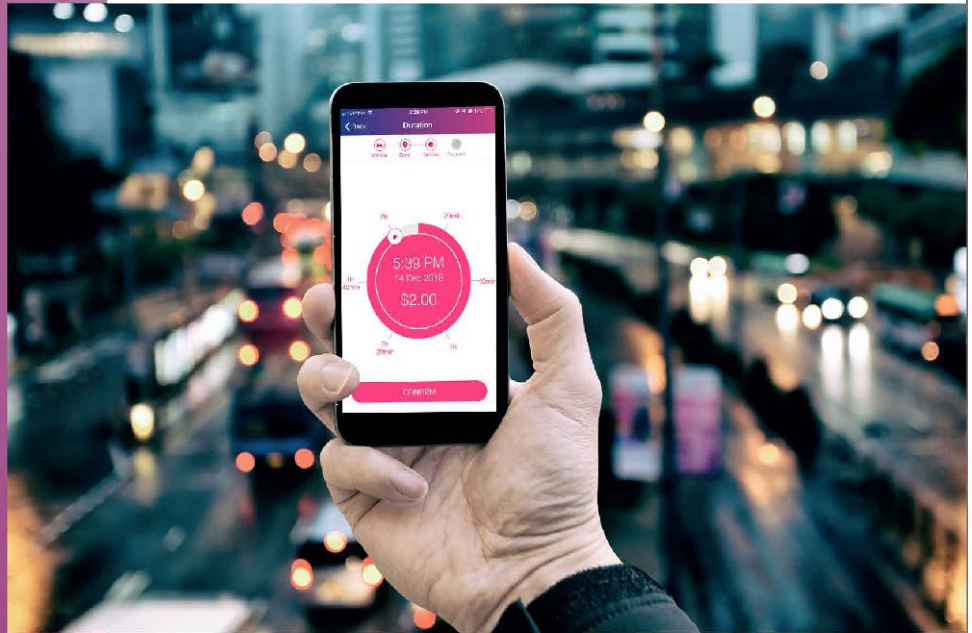
## SPACES TYPICAL LANE CONFIGURATION





# flowbird.

mobile parking



## Parking becomes easier, safer and faster

Join **flowbird's** mobile parking community for free!

- No more cash needed.
- Pay from anywhere and avoid parking fines!
- GPS automatically identifies where you are parked.
- Receive smart notification during your parking session.
- Pay ONLY for your actual parking time.

[www.flowbird.group](http://www.flowbird.group)



Powered by





### Avoid parking fines

Forgot to start a parking session? No stress. Pay from anywhere with the flowbird parking app and avoid parking tickets.



### No cash needed

Forgot your wallet? No problem! You have your own digital parking meter in your hand with a secure payment method of your choice.



### Save time

No more waiting in line for the parking meter with Flowbird. Grab your phone and start a new session.



### Save money

Want to leave earlier than expected? Pay only for your actual parking time.



### Parking availability

Find a parking space faster. The parking availability function displays streets on a map where you can most likely park your car.



### Expiring time notifications

As a reminder of the approaching end time of your parking stay, the Flowbird service can send an alert directly to your phone.



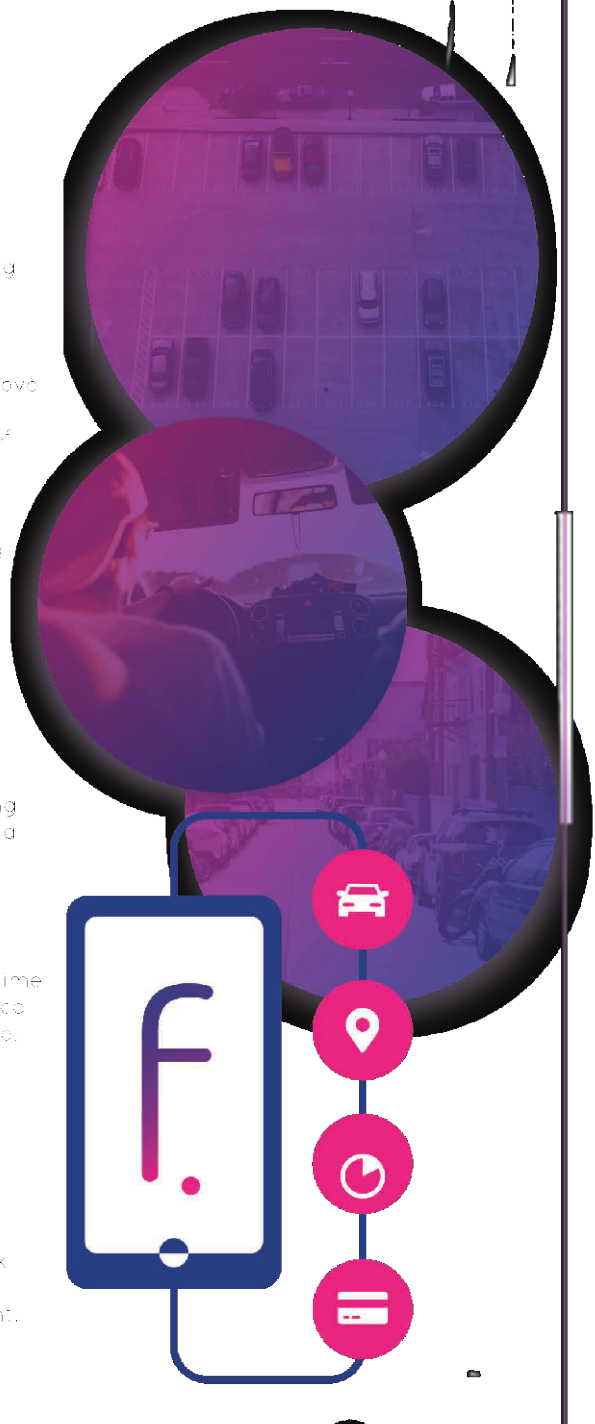
### Remote ticket time extension

Extend parking time remotely. Simply select extension and add the desired parking time to your stay.



### Fast and secure payment

Get fast access to the app via Facebook or a username and password. Add a secure payment method to your account. The app will remember your details for the next time.



## Contact Us

40 Twosome Drive  
Moorestown, NJ 08057  
1-855-FLOWBRD  
[www.flowbird.group](http://www.flowbird.group)



# FLOWBIRD GO

ENTRY/EXIT KIOSKS



**CLOUD-BASED OFF-STREET SERVICE**

**BUILT IN BARRIER CONTROL**

**CONNECTED TO FLOWBIRD BACK-OFFICE**

## GENERAL DESIGN

MATERIAL	304 stainless steel with anti-graffiti design
WEIGHT	165-187 pounds
TEMPERATURE/ HUMIDITY	<ul style="list-style-type: none"> <li>Operating temperature: 0 °F to 140 °F (-31 °F with main heater)</li> <li>Humidity: up to 97%</li> </ul>
COLOR	Standard - Black (Custom colors and wraps also available)
COMPLIANCE	EN12414 / CE marking FCC, ADA, DDA, Equality Act 2010, PMR Designed and produced according to ISO 9001 and ISO 14001

## USER INTERFACE

COLOR TOUCH SCREEN	<ul style="list-style-type: none"> <li>9.7" full-color touch screen monitor with LED automatic adaptive back lighting</li> <li>Can display animated pictures, text, maps, videos and dynamic menus</li> <li>Reinforced 6mm thick tempered glass</li> <li>Anti-glare treatment</li> <li>Resolution: 768 X 1024 pixels</li> </ul>
--------------------	---

# FLOWBIRD GO

## ENTRY/EXIT KIOSKS



### PAYMENT OPTIONS

#### CONTACTS & CONTACTLESS

- Smartcards & bank cards
- M1000 card reader: PCI PTS 4.x / EMV Level 1 & 2
- P1000 PINPad: PCI PTS 4.x
- A1000 contactless & NFC reader: PCI PTS 4.x / EMV Contactless Level 1 & 2 (Entry point, C2/ Visa, C3/MasterCard, C4/Amex)

### LED LIGHTING

STRIP LIGHTS	Dynamic, variable color changing LED indicator strip lights to indicate the lane's open/closed status.
--------------	--

### POWER SUPPLY

MAINS	230V / 115 VAC
BATTERY OPERATION	12V DC
SOLAR	12 V, 13.6 W)

### TICKETS

THERMAL GRAPHIC PRINTER	<ul style="list-style-type: none"> <li>• Horizontal or vertical printing</li> <li>• Text &amp; logo, 8 dots per mm (203 dots per inch per line, 448 dots per column)</li> </ul>
PAPER OR SELF ADHESIVE TICKET	<ul style="list-style-type: none"> <li>• Paper Roll: 2.95" - 5.90" Length, 2.24" Width</li> <li>• 3,000 per roll for 4" tickets</li> <li>• Capacity: 6500 tickets</li> </ul>

### COMMUNICATION

MODEM	4GLTE
CONNECTION	Ethernet
SYSTEM	Powerful 800 MHz engine running Windows embedded with up to 2 Gb of storage

### SECURITY

PROTECTION	<ul style="list-style-type: none"> <li>• Double security vault access <ul style="list-style-type: none"> <li>□ 0.24" hardened steel, drilling protected locking latches</li> </ul> </li> <li>• Electronic lock system</li> </ul>
------------	--

### ENVIRONMENT

RECYCLABILITY	Level A - 99%
---------------	---------------

### MISCELLANEOUS

SCAN	1D 2D QR code reader
MOUNTING FRAME	Compatible with Flow bird and main competitors base anchors
ANCHORING	Different sizes of pedestals (Standard, short) and foundation frames
AUDIO	Multi language audio support with pre-recorded messages and sounds
HEATER	High efficiency heater with thermostat (Mains only)

**FLOWBIRD**  
Urban  
Intelligence

40 TWOSOME DR. #7 • MOORESTOWN • NJ 08057 13190  
56TH CT. #401 • CLEARWATER • FL 33760  
1-855-FLOWBRD • www.flowbird.group/sm artcity/US

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Company Name	License Number	Work Category(s)	License Type	License Class	Status	Applicant Name
Arco Electric Idaho, Inc.	PWC-C-11698	16000	4	UNLIMITED	ACTIVE	Arco Electric Idaho, Inc.

First Prev Page: 1 of 1 Next Last

Details - License Number: PWC-C-11698

Lic Info Fees \$6,850.00

**Registration #:** PWC-C-11698  
**Issue:** 7/11/2022  
**Expire:** 7/31/2023  
**Type:** PUBLIC WORKS  
**Sub-Type:** UNLIMITED  
**Status:** ACTIVE  
**Company:** Arco Electric Idaho, Inc.  
**Phone:** (208) 522-2185  
**Cell:** (208) 709-6570  
**Pager:**  
**Fax:** (208) 529-3423  
**Owner Name:**

Linked Activities:

☐ Sub AEC Record(s)

[ELE-C-3513](#) ELECTRICAL PO Box 50429



## Permits

## Licenses

## Inspections

## Elevators

Shirley M. Kline, Ph.D.

### Violations

Shopping Cart

Paul, Roma

Contact

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License Number	Company Name	License Type	License Class/Specs	License Category	Status	Expiration
ELE-C-3513	ARCO ELECTRIC IDAHO INC	ELECTRICAL	CONTRACTOR		ACTIVE	ARCO E

Page: 1 of 1

Details - License Number: ELE-C-3513

Lic Info	Fees \$1,315.00
----------	-----------------

Registration #: ELE-C-3513

Issue: 5/30/2008

Expires: 5/31/2023

Type: ELECTRICAL

Sub-Type: CONTRACTOR

Status: ACTIVE

Company: ARCO ELECTRIC IDAHO INC

Phone: (208) 522-2185

Cell:

Page: 208

**Fate:**

Owner Name:

### Linked Activities:

 Castelli

# Memorandum

File #: 23-174

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, June 9, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

Professional Engineering Services Agreement with Gannett Fleming Inc. for Upper Plant First Part 12 Inspection

## Council Action Desired

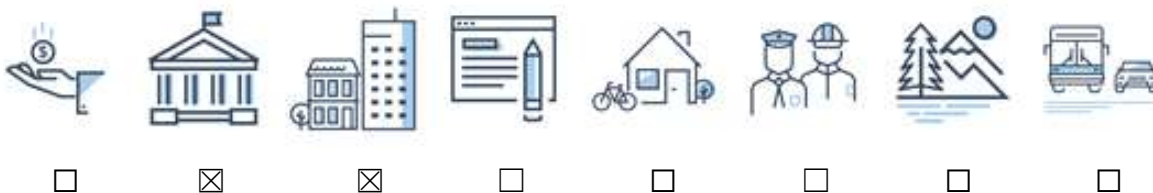
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Upper Plant Part 12 Inspection Professional Services Agreement with Gannett Fleming and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

In 2021, Gannett Fleming performed an analysis of the right dike at the Upper Plant, which resulted in a high-hazard status designation from Federal Energy Regulatory Commission (FERC). All projects with a FERC high hazard designation require a Comprehensive Assessment, commonly referred to as a "Part 12 Inspection" every 5 years. This professional services agreement is to conduct the first five-year inspection. Gannett Fleming was selected following a solicitation of qualifications (SOQ) process. The agreement will cover work needed for the high hazard designation work required over the next five years. This agreement will require an expenditure up to \$345,925.00 of which \$150,000 is currently budgeted in the 2022-2023 budget. The remainder will be included in the IFP 2023-24 fiscal year budget.

## Alignment with City & Department Planning Objectives



This action supports our readiness for good governance by offering the assurance of regulatory and policy compliance to minimize and mitigate risk and ensure access to reliable and affordable power.

## Interdepartmental Coordination

N/A

## Fiscal Impact

Funding for \$150,000 of these services are included in the 2022-23 Idaho Falls Power budget. The balance of the not-to-

exceed amount of \$345,925.00 is subject to approval of funding in the 2023-2024 Council budget.

**Legal Review**

The City Attorney Department concurs this agreement to be appropriate and within state statute.



## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT FOR ENGINEERING PROFESSIONAL SERVICES (hereinafter "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Idaho Falls, Idaho, dba IDAHO FALLS POWER, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Gannett Fleming, Inc., a Delaware Corporation, 6400 South Fiddlers Green Circle, Suite 1750, Greenwood Village, CO 80111 (hereinafter "CONSULTANT").

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

WHEREAS, CITY, pursuant to Idaho Code § 67-2320, solicited statements of qualifications for design consulting services for preparation of the first Part 12D Inspection Comprehensive Assessment for the Upper Plant Development of the Idaho Falls Hydroelectric Project; and

WHEREAS, CONSULTANT was selected as the most qualified firm to perform the professional engineering services required for the preparation of the 1<sup>st</sup> Part 12D Inspection Comprehensive Assessment for the Upper Development of the Idaho Falls Hydroelectric Project.

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

### **SECTION I: SCOPE OF WORK**

CONSULTANT shall perform all services required for the completion of the 1<sup>st</sup> Part 12 inspection as prescribed by the FERC Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter 16, 17 and 18, Part 12D Program. These tasks include , but are not limited to:

1. Submission of a Part 12D Inspection Plan 180 days prior to the first IC Team activity,
2. Submission of an IC Team Proposal,
3. Participation in a coordination call with the FERC 6 weeks after the approval of the IC Team, submission of a CA-Pre Inspection Preparation Report (CA-PIPR) 30 days prior to the first IC Team activity,
4. Review of the Supporting Technical Information document,
5. Review of the project design documents,
6. Review of engineering design reports and technical memorandums,
7. Attendance at a Potential Failure Modes Analysis (PFMA) workshop and physical inspection of the Gem State Hydroelectric Project,
8. Participation in a Level 2 Risk Analysis (L2RA),
9. Writing and revisions of the Part 12 Comprehensive Assessment Report (CAR) and a PFMA report with fully developed PFMs as directed in the FERC guidelines.

The scope of work, including a preliminary schedule, is more particularly described in the attached Exhibit "A," which is by reference incorporated into this Agreement as if wholly set out herein.

## **SECTION II:**

### **A. Design CONSULTANT.**

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

### **B. Fees and Conditions for Professional Services.**

1. Payment for all services described in this Agreement is provided in accordance with Section II.B.2. of this Agreement

2. The cost for the services for Project as described in Section I, Scope of Work, is a not to exceed amount of three hundred forty-five thousand nine hundred twenty-five dollars and zero cents (\$345,925.00), and it shall be divided as follows:

Task 1. Prepare Part 12 Inspection Report	\$9,400.00
Task 2. Prepare CA Pre-Inspection Report	\$81,360.00
Task 3. Prepare Comprehensive Assessment Report	\$65,200.00
Task 4. PFMA and Level 2 Risk Assessment	\$115,205.00
Task 5. Additional L2RA Workshop (As Needed)	\$64,760.00
Task 6. Response to FERC Comment (As Needed)	\$10,000.00

3. Payment is due upon receipt of Consultant's statement(s). Statements shall be billed based on completion percentage of each task.

4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price is unchanged.

## **SECTION III:**

### **A. Termination of Agreement.**

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for all services, including expenses, performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

#### B. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

#### C. Termination of Project.

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

#### D. CONSULTANT's Duty of Care.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing under similar conditions at the same time and locality of the Project; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

#### E. CONSULTANT's Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence for General Liability and per claim for Professional Liability.

#### F. Indemnification.

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

#### G. Jurisdiction and Venue.

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

#### H. Binding of Successors.

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

#### I. Modification and Assignability of Agreement.

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

J. CITY's Representatives.

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

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

CITY and CONSULTANT agree that CITY, upon full payment to the CONSULTANT for the professional services hereunder, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents first prepared and delivered to CITY by CONSULTANT pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONSULTANT.

Nothing in this section shall constrain CONSULTANT from using materials for other trainings or projects with other entities or from using the written materials for CONSULTANT's general reference or enrichment.

Nothing in this section shall be constructed to entitle CITY to any materials owned by CONSULTANT which were not delivered or received by CITY, even if those materials were used by CONSULTANT to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONSULTANT does not deliver or release to CITY. Notwithstanding anything to the contrary herein, CONSULTANT shall retain all common law, statutory, and other reserved rights including copyright in its pre-existing intellectual property, standard design elements, and architectural/engineering details that are not unique to CITY nor related to the business of CITY, and CITY shall be granted a non-exclusive license to reproduce such design elements and details in conjunction with its use on the Project. CONSULTANT shall have no liability for any claims, losses, or damages caused by CITY's use, alteration, or modification of the written materials or CONSULTANT's pre-existing materials on other projects or for purposes outside the scope of this Agreement without CONSULTANT's prior review and written approval.

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

#### L. Costs and Attorney Fees.

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

#### M. Non-discrimination.

CONSULTANT 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.

#### N. City Responsibilities.

CONSULTANT assumes no responsibility for any conditions at the Project site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the City agrees that it is the City's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

#### O. Consequential Damages.

The parties waive claims against each other for any consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) that may arise out of or relate to this Agreement, regardless of the theory under which such damages are sought, and even if either party has been advised of the possibility of such damage or loss. To the extent applicable, this mutual waiver applies to consequential damages due to termination by either party in accordance with this Agreement.

#### P. Force Majeure.

Neither party shall be considered in breach of this Agreement, nor liable to the other for damages, to the extent that the performance of either party's respective obligations (excluding a payment obligation) are delayed or rendered impossible by a force majeure event. Force majeure events are events that are unanticipated at the time of making this Agreement and which are reasonably outside of the parties' control. Such events include, but are not limited to, acts of God, pandemic (including COVID-19), insurrection, war, fires explosions, flooding, or other natural disasters, contamination or hazard not created by either party, threats or acts of terrorism, embargo; or acts, orders, or restrictions issued or imposed by government agency. Each party shall use its best efforts to mitigate the effects of any force majeure event. Force majeure events shall not include an act of negligence or intentional wrongdoing of any party.

#### Q. 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 CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and shall 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.

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

“CITY”  
CITY OF IDAHO FALLS, IDAHO

“CONSULTANT ”  
Gannett Fleming, INC.

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

By  \_\_\_\_\_  
Stewart Vaghti, PE, CFM, Vice President

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF )  
 ) ss.  
County of )

On this 18<sup>th</sup> day of May, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Stewart S. Vaghti, known or identified to me to be the Vice President of Gannett Fleming, Inc. and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Gannett Fleming, Inc.

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

Sandra Hansen

Notary Public of State of Arizona  
Residing at: 3838 N. Central Avenue, Suite 1900  
My Commission Expires: 6/7/2025 Phoenix, AZ  
85012

(Seal)



## **Exhibit “A”**





6400 South Fiddlers Green Circle  
Suite 1750  
Greenwood Village, CO 80111  
P 720.370.6816

[gannettfleming.com](http://gannettfleming.com)

May 5, 2023

Jason Cooper P.E.  
Idaho Falls Power  
140 S. Capital  
Idaho Falls, Idaho 83402  
[jcooper@ifpower.org](mailto:jcooper@ifpower.org)

**Re: Upper Development Part 12 Inspection and Comprehensive Assessment with Level 2 Risk Assessment  
Scope-of-Services**

Dear Mr. Cooper:

Per your request, Gannett Fleming is pleased to present this proposed scope-of-services and cost estimate for the preparation of the first Part 12 Inspection and Comprehensive Assessment for the Upper Development of the Idaho Falls Power Project, FERC No. 2842.

**BACKGROUND**

The Upper Development (Project) was reclassified from Low to High hazard potential following a breach analysis performed in 2022. As a result of this change, the Project is now subject to the FERC Part 12D inspection requirements. This scope-of-services is to perform the first Part 12D Comprehensive Assessment for the Project.

**SCOPE-OF-SERVICES**

The following scope-of-services was developed based on our understanding of the new Chapter 16, 17, and 18 FERC regulations.

**TASK 1 – PREPARE PART 12 INSPECTION PLAN**

We will prepare the Part 12D Inspection Plan (Plan) for the project in accordance with Appendix 16-A of the FERC Guidelines. The inspection plan will include the required project information as well as the Independent Consultant (IC) Team Proposal. The IC Team proposal will provide a detailed list of all the project features and a brief description of the relevant issues associated with each feature. The Plan will also include a table showing the IC Team members, their roles, and their technical disciplines to demonstrate that the team has expertise in the appropriate disciplines. We will also include resumes for the proposed ICs and Facilitator to demonstrate the necessary experience required to obtain FERC approval. This will require the documentation of specific project responsibilities and the duration of time spent on each project.

The draft Plan will be submitted to IFP for review and comments will be incorporated into the final Plan, which will be submitted to FERC at least six months before the first inspection activity.

## **TASK 2 – PREPARE COMPREHENSIVE ASSESSMENT PRE-INSPECTION PREPARATION REPORTS**

We will prepare a Comprehensive Assessment Pre-Inspection Preparation Report (CA-PIPR) for the dam in accordance with Appendix 16-E of the FERC Guidelines. The CA-PIPR will be developed using the EAP and draft STID (both currently being prepared by Gannett Fleming) and the other available project documentation.

As noted in the FERC letter requiring the Part 12D inspections, the outline for the CA-PIPR is the same as the outline for the Comprehensive Assessment Report (CAR), described in Task 3. We will review and comment on the adequacy of the existing analyses documented in the reports provided by IFP for compiling the Upper Development STID. It is understood that many of the FERC-required analyses do not yet exist for the Upper Development and will be identified as such through this process. We expect to perform the following calculations and/or analyses for use during the PFMA/L2RA processes:

- Develop hydrologic flood-frequency curves;
- Develop seismic memorandum, including deterministic assessment; and
- Estimate potential life loss consequences of failures (based on RCEM methodology).

The project site is located in an area of moderate seismicity, with the absence of geologic and seismic hazard information normally available in the Supporting Technical Information Document (STID), therefore, the following is anticipated to be included in the seismic memorandum:

- Literature review, including Idaho National Laboratory SSHAC Level 1 Seismic Hazard Assessment, USGS Quaternary Faulting and National Seismic Hazard Maps, and information related to the geology and seismicity from the Idaho Geological Survey;
- Deterministic Seismic Hazard Assessment, including estimate of time-averaged shear wave velocity in the top 30 meters of the dam foundation;
- Preparation of project site maps regarding geology, seismicity and faulting based on the literature review; and
- Recommendation and data gaps will be included.

The seismic analysis will be included within Section 5.2 of the draft STID which is being prepared by Gannett Fleming under a separate contract.

For sections that do not require content in the CA-PIPR, we will provide the headings in the report and add a note that the subject section is a retained placeholder for use in the CAR.

## **TASK 3 – PREPARE COMPREHENSIVE ASSESSMENT REPORT**

We will perform the field inspection and prepare a CAR for the dam facility in accordance with Appendix 16-D of the FERC Guidelines. The CAR will build on the CA-PIPR and will include the remaining sections that were not included in the CA-PIPR.

The ICs will conduct the Part 12D field inspection following approval of the CA-PIPR by FERC. Visible and accessible portions of the dams, dikes, spillways, abutments, and appurtenant structures will be inspected for evidence of leakage, concrete deterioration, erosion, settlement, joint offsets and/or other signs of observable changed conditions.

Accessible portions of the power intake and powerhouse facilities will also be inspected. Powerhouse operators will be interviewed to develop an understanding of operating and maintenance procedures. The scope of the inspection will be limited to visible elements only and excludes covered, buried, or hidden conditions. The inspection will not

include any special investigations, geotechnical investigations, or materials testing. Inspection notes and inspection photos will be taken during the field inspection. It is assumed that IFP will prepare the Job Safety Analysis (JSA) for the field inspection.

As required by the FERC Guidelines, Section 4 of the CAR will include separate subsections for each individual project feature (dam, spillway, powerhouse, etc.). Each subsection will include a discussion of the associated instrumentation and surveillance data and related Potential Failure Modes (PFMs) developed from Task 4 for that specific project feature.

Electronic copies of the draft report will be submitted to IFP for review in accordance with the project schedule shown below. The ICs will meet with IFP or hold a conference call to discuss findings, conclusions, and recommendations from the draft report. We adhere to the philosophy that recommendations should clearly and concisely describe a corrective action, add value to the dam safety program, be reasonably accomplishable, and be based on an accurate understanding of current conditions at the dam (at the time of the inspection). If any of these conditions are not met, we will work with IFP to revise the recommendation prior to issuing the final report.

We will respond to one round of IFP's comments and submit the final Part 12D CAR to IFP, so that IFP can submit the final reports to the FERC by the filing deadline (see below).

#### **TASK 4 – PERFORM PFMA AND L2RA**

The IC Team will coordinate and conduct a PFMA/L2RA workshop as part of this CA in accordance with the FERC Guidelines Chapters 17 and 18, respectively. This task includes preparation for, facilitation of, and documentation of the PFMA/L2RA workshop.

Prior to the workshop, we will prepare a comprehensive list of the available background information and support IFP in the preparation of the advance data package that will be submitted to the Core Team. We will also participate in a coordination meeting (virtual) to prepare for the workshop. The meeting will include reviewing the project features and confirming that all required participants are prepared for the workshop session. We will also develop a list of data gaps that will need to be filled prior to the session.

As stated in Task 2, we will develop seismic and probabilistic flood loading information as well as consequence analysis for the Upper Development to support the L2RA.

After the site inspection, we will facilitate the PFMA and L2RA sessions in accordance with the new FERC Chapter 17 and 18 Guidelines. The session will include presentations by subject matter experts (SMEs), brainstorming, and screening. We will screen the PFMs into one of seven categories using Figure 1 from Chapter 17 of the FERC Guidelines. We will then use Figure 1 from Chapter 18 of the FERC Guidelines to perform the refined screening of the PFMs and establish a list of the PFMs that will be carried forward to the risk estimating process.

For each potentially significant PFM, we will develop estimates of probability of failure and associated consequences. Based on our review of the available data, we expect that failure probabilities will primarily be developed using the verbal descriptors in Table 1 of Chapter 18 of the FERC Guidelines.

Consequences will be estimated using the results of the Empirical Approach from Reclamation Consequence Estimating Methodology (RC EM) and the verbal descriptions in Table 6 of Chapter 18 of the FERC Guidelines.

Economic consequences and financial losses to the licensee will also be discussed for each potentially significant PFM. We will then identify potential dam safety management activities and risk reduction measures for the

potentially significant failure modes. Our Recorder will use a document similar to the FERC recommended tables to document the session.

It is assumed that the PFMA and L2RA workshops will take four (4) days and will be performed in person at the IFP Office or other provided venue. If the workshops are not completed within the assumed four-day time period, we will coordinate additional virtual workshop days to complete the work (see optional Task 6 below).

We will prepare the PFMA and L2RA reports in accordance with Chapter 17 and Chapter 18, respectively, of the FERC Guidelines. The reports will document the PFM brainstorming and provide justification for how each PFM was handled (e.g., screened out as being non-credible or fully developed). The reports will also summarize the Major Findings and Understandings from the session.

#### **(AS NEEDED) TASK 5 – VIRTUAL PFMA AND L2RA WORKSHOPS**

If the project team is unable to complete the PFMA and L2RA in the four days allotted in Task 4, we will coordinate additional workshop days to be completed virtually. While this is not our preferred format for the workshop, it is our experience that most groups can be successful in the remote environment provided they have already spent the first week working together face-to-face. The budget for this optional task assumes five full extra days are required, however the time will be billed on a time-and-materials basis.

#### **(AS NEEDED) TASK 6 – RESPOND TO FERC COMMENTS**

We will respond to one round of review comments from FERC. This task will be billed on a time-and-materials basis with an estimated budget of \$10,000. If FERC comments result in response efforts greater than the budget, Gannett Fleming will coordinate with IFP in advance for a budget increase authorization (if needed).

#### **SCHEDULE**

The final project schedule has not yet been established and will depend on the date we receive a notice-to-proceed, weather and site conditions, IFP and FERC's review of the inspection plan, and FERC's availability for the inspection. Based on our understanding of the required submittal dates for the reports to FERC, we concur with the schedule shown in the RFQ. We have tentatively assumed the field inspection, PFMA, and L2RA workshops will be held in Fall 2023.

<b>Milestone</b>	<b>Estimated Schedule<sup>1</sup></b>	<b>Preliminary Date</b>
Project Notice-to-Proceed	-	May 8, 2023
Submit Inspection Plan to the FERC (Task 1)	10d after NTP	May 17, 2023
Kick-Off Call with the FERC	- <sup>2</sup>	Late July 2023
Submit CA-PIPR to the FERC (Task 2)	5m after NTP	October 31, 2023
Perform Site Inspection and Begin PFMA/L2RA (Tasks 3 and 4)	6m after Task 1 <sup>3</sup>	December 4, 2023
L2RA Virtual Workshop (as needed) (Task 5)	-	Early 2024
Submit draft Part 12 CAR to IFP for review and comment (Task 3)	-	May 1, 2024
Submit Part 12 CAR to IFP for submittal to the FERC (Task 6)	Within 2w of IFP draft report comments	June 1, 2024

1. Days are calendar days

2. Subject to FERC availability

3. Estimated 6 months after the Inspection Plan is submitted to FERC, and subject to FERC availability.

## FEE ESTIMATE

The cost for this work is \$345,925. A breakdown of this cost is provided in the attached fee table. Of the total cost, \$271,165 is a Lump Sum and the remainder is as-needed which will be billed on a time-and-materials basis. The project will be invoiced monthly.

Task	Description	Labor Costs	Expenses	Total Fees
1	Prepare Part 12 Inspection Plan	\$9,400	\$0	\$9,400
2	Prepare CA Pre-Inspection Report	\$81,360	\$0	\$81,360
3	Prepare Comprehensive Assessment Report	\$65,200	\$0	\$65,200
4	PFMA and Level 2 Risk Assessment	\$106,080	\$9,125	\$115,205
<b>Lump-Sum Subtotal</b>		<b>\$262,040</b>	<b>\$9,125</b>	<b>\$271,165</b>
5	Addition L2RA Workshop (As Needed)	\$64,760	\$0	\$64,760
6	Response to FERC Comments (As Needed)	\$10,000	\$0	\$10,000
<b>Total (including as-needed items)</b>		<b>\$336,800</b>	<b>\$9,125</b>	<b>\$345,925</b>

Please do not hesitate to contact Andy Lynch at 616-304-2916 if you have any questions regarding this scope-of-services.

Sincerely,  
Gannett Fleming, Inc.



Stewart S. Vaghti, P.E., CFM  
Vice President

cc: Andy Lynch, Gannett Fleming, Inc.

**File #:** 23-193

**City Council Meeting**

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, June 21, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 23-22 LED Luminaries Inventory for Idaho Falls Power

## Council Action Desired

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

Approve the purchase of 2,460 LED Luminaries for streetlight upgrades and replacements from Solarmax LED, Bell Electrical Supply Co. and Platt Electric for a total of \$194,804.80 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified vendors to purchase LED luminary inventory to continue replacing non-LED streetlights in the community. Nine bids were received with these three vendors being the lowest responsive, responsible bidders:

Vendor	Units	Amount
Solarmax LED	1300	\$158,500.00
Bell Electrical Supply Co.	160	\$24,244.80
Platt Electric	1000	\$12,060.00
Total	2460	\$194,804.80

## Alignment with City & Department Planning Objectives



This action shows our readiness for well-planned growth and development, ensuring a well-supplied inventory for Idaho Falls Power projects. This action also supports the growth and reliability element of the IFP Strategic Plan.

## Interdepartmental Coordination

n/a

**Fiscal Impact**

Funds for tis purchase are budgeted for in the 2022/23 Idaho Falls Power budget.

**Legal Review**

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

Idaho Falls Power															
Bid Tabulation															
Project:		LED Luminaires			Number:		IFP - 23-22								
Submitted:		Krista Thornton Facility Services Manager			Date:		6/13/2023								
				Daybreak LLC			General Pacific			Solarmax LED			Bell Electrical Supply Co		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	Luminaire, 60 Watt, 16 LED	1,000	each	\$ 181.62	\$ 181,620.00	60-90 days	\$ 127.40	\$ 127,400.00	8-12 weeks	\$ 106.00	\$ 106,000.00	10-14 weeks	\$ 293.33	\$ 293,330.00	5-7 days
2	Luminaire, 120 Watt, 60 LED	300	each	\$ 205.56	\$ 61,668.00	60-90 days	\$ 193.86	\$ 58,158.00	8-12 Weeks	\$ 175.00	\$ 52,500.00	10-14 weeks	\$ 368.50	\$ 110,550.00	5-7 days
3	Photoeye: Long life	1,000	each	\$ 26.50	\$ 26,500.00	30-60 days	\$ -	\$ -		\$ 12.60	\$ 12,600.00	10-14 weeks	\$ 14.44	\$ 14,440.00	5-7 days
4	Luminaire, 75 Watt Area Light	160	each	\$ 188.37	\$ 30,139.20	60-90 days	\$ -	\$ -		\$ 175.00	\$ 28,000.00	10-14 Weeks	\$ 151.53	\$ 24,244.80	5-7 days
				Total	\$ 299,927.20			\$ 185,558.00			\$ 199,100.00			\$ 442,564.80	

Recommended Award

\$ 158,500.00

\$ 24,244.80

Sub Total

\$ 194,804.80

Attending:

Krista Thornton

Nikki Bradford

Alan Cunningham



Supreme Lighting Design			Technology International			Border States			Platt Electric			Graybar Electric		
Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
\$ 180.73	\$ 180,730.00	4-6 Weeks	\$ 169.39	\$ 169,390.00	30-40 Weeks	\$ 182.00	\$ 182,000.00	8-10 Weeks	\$ 124.47	\$ 124,470.00	8 Weeks	\$ 135.42	\$ 135,420.00	8 weeks
\$ 404.26	\$ 121,278.00	4-6 Weeks	\$ 310.58	\$ 93,174.00	30-40 Weeks	\$ 332.00	\$ 99,600.00	8-10 Weeks	\$ 289.03	\$ 86,709.00	8 weeks	\$ 213.54	\$ 64,062.00	8 Weeks
\$ 33.28	\$ 33,280.00	1-2 Weeks	\$ 22.05	\$ 22,050.00	30-40 Weeks	\$ 14.00	\$ 14,000.00	8-10 Weeks	\$ 12.06	\$ 12,060.00	8 Weeks	\$ 29.17	\$ 29,170.00	8 weeks
\$ 203.32	\$ 32,531.20	8 Weeks	\$ 236.62	\$ 37,859.20	30-40 Weeks	\$ 384.00	\$ 61,440.00	10-12 weeks	\$ 176.65	\$ 28,264.00	8 Weeks	\$ 312.50	\$ 50,000.00	8 Weeks
	\$ 367,819.20			\$ 322,473.20			\$ 357,040.00			\$ 251,503.00			\$ 278,652.00	

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\$ 12,060.00

File #: 23-194

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Wednesday, June 21, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

IFP 23-23 Paine South Feeder Material for Idaho Falls Power

## Council Action Desired

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

Approve the purchase of material for Paine South Feeder from Irby, General Pacific, Border States, Anixter, D&S Electric and Mountainland Supply for a total of \$3,295,146.82 (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power solicited bids from qualified vendors to purchase material for the Paine South Feeder. Eight bids were received with the following six being the lowest responsive, responsible bidders who also meet our construction schedule:

Vendor	Amount
Irby	\$2,696,537.60
General Pacific	\$112,518.10
Border States	\$167,637.76
Anixter	\$205.00
D&S Electric	\$318,030.56
Mountainland Supply	\$217.80
Total	\$3,295,146.82

## Alignment with City & Department Planning Objectives



This action shows our readiness for healthy economic growth, ensuring that community infrastructure meets current

and future needs. This action also supports the growth and reliability elements of the IFP Strategic Plan.

**Interdepartmental Coordination**

n/a

**Fiscal Impact**

Funds are budgeted for in the 2022/23 Idaho Falls Power Budget.

**Legal Review**

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

Idaho Falls Power Bid Tabulation												
Project:	Paine South Feeder Material			Number: IFP - 23-23								
Submitted:	Krista Thornton Facility Services Manager			Date: 5/31/2023								
				Meyer Utility Structures - Memphis Tennessee			IRBY- West Valley			General Pacific - Fairview Oregon		
	Description	Quantity	Unit	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
1	6" X 10', PVC Conduit, one bell end	520	Feet	\$ -	\$ -		\$ 8.75	\$ 4,550.00	Stock	\$ 14.157	\$ 7,361.64	Stock
2	6" X 10', Rigid steel conduit	100	Feet	\$ -	\$ -		\$ 59.75	\$ 5,975.00	Stock	\$ 64.768	\$ 6,476.80	6-10 Weeks
3	Bell end: 6" PVC	115	Each	\$ -	\$ -		\$ 9.95	\$ 1,144.25	Stock	\$ 10.670	\$ 1,227.05	2-3Weeks
4A	4" Conduit, HDPE 50' Sticks Red or Black with red stripe	18,200	Feet	\$ -	\$ -		\$ 2.45	\$ 44,590.00	10 Weeks	\$ 2.753	\$ 50,104.60	6-10 Weeks
4B	4" Conduit, HDPE 50' Sticks Orange or Black with Orange stripe	18,850	Feet	\$ -	\$ -		\$ 2.45	\$ 46,182.50	10 Weeks	\$ 2.753	\$ 51,894.05	6-10 Weeks
5	Elbow: 4" PVC Sweep, 36 Radius 90 degree	60	Each	\$ -	\$ -		\$ 33.50	\$ 2,010.00	2-3 Weeks	\$ 39.420	\$ 2,365.20	2-3 Weeks
6	Elbow: 4" PVC Sweep, 36 Radius, 45 degree	15	Each	\$ -	\$ -		\$ 24.09	\$ 361.35	2-3 Weeks	\$ 25.860	\$ 387.90	2-3 Weeks
7	Lubricant: 2 1/2 Gallon Cable Pulling, Cold Weather	400	Each	\$ -	\$ -		\$ 38.50	\$ 15,400.00	Stock	\$ 43.300	\$ 17,320.00	6-10 Weeks
8	Insulator: 15KV Polymer	350	Each	\$ -	\$ -		\$ 52.00	\$ 18,200.00	1-2 Weeks	\$ 82.470	\$ 28,864.50	34-38 Weeks
9	Insulator: 30" Length, Strain Fiberglass Rod	60	Each	\$ -	\$ -		\$ 26.50	\$ 1,590.00	170 days	\$ 20.370	\$ 1,222.20	10-18 Weeks
10	Insulator: 3 Weathersheds, 15KV, 11" Length	200	Each	\$ -	\$ -		\$ 11.75	\$ 2,350.00	2-3 Weeks	\$ 13.930	\$ 2,786.00	Stock
11	Insulator Conductor, Insulator: Spool	100	Each	\$ -	\$ -		\$ 2.50	\$ 250.00	Stock	\$ 1.280	\$ 128.00	6-10 Weeks
12	Guard: Line Protection For Large Conductor	140	Each	\$ -	\$ -		\$ 77.00	\$ 10,780.00	4-6 Weeks	\$ 74.600	\$ 10,444.00	6-10 Weeks
13	Guard: Large Clamp Top Insulator	80	Each	\$ -	\$ -		\$ 97.50	\$ 7,800.00	4-6 Weeks	\$ 94.140	\$ 7,531.20	6-10 Weeks
14	Pin Poletop Bracket	40	Each	\$ -	\$ -		\$ 41.00	\$ 1,640.00	1-2 Weeks	\$ 128.310	\$ 5,132.40	20-24 Weeks
15	Bolt: 3/4" X 14" (MA)	275	Each	\$ -	\$ -		\$ 2.30	\$ 632.50	Stock	\$ 6.020	\$ 1,655.50	Stock
16	Bolt: 5/8" X 14" (DU)	100	Each	\$ -	\$ -		\$ 15.90	\$ 1,590.00	1-2 Weeks	\$ 7.470	\$ 747.00	12-16 Weeks
17	Stud Bolt: 7 9/16"	250	Each	\$ -	\$ -		\$ 10.57	\$ 2,642.50	1-2 Weeks	\$ 11.310	\$ 2,827.50	4-8 Weeks
18	Washer: 3/4" Spring, Double Coil	1,000	Each	\$ -	\$ -		\$ 0.96	\$ 960.00	Stock	\$ 0.560	\$ 560.00	12-16 Weeks
19	Clamp: #795 Trunnion Type	200	Each	\$ -	\$ -		\$ 37.00	\$ 7,400.00	30 Weeks	\$ 26.760	\$ 5,352.00	38-42 weeks
20	Clamp: 4 1/2" to 6"	20	Each	\$ -	\$ -		\$ 31.85	\$ 637.00	1-2 Weeks	no bid	\$ -	
21	Stinger Cover: 25' Rolls	5	Rolls	\$ -	\$ -		\$ 195.00	\$ 975.00	2-3 Weeks	\$ 213.830	\$ 1,069.15	4-8 Weeks
22	Stinger Cover: 3/8" OH Line, 50'	10	Rolls	\$ -	\$ -		\$ 185.00	\$ 1,850.00	2-3 Weeks	\$ 200.480	\$ 2,004.80	4-8 Weeks
23	Ampact Tap: #795 - #795	200	Each	\$ -	\$ -		\$ 60.00	\$ 12,000.00	10-12 Weeks	\$ 86.470	\$ 17,294.00	12-16 Weeks
24	Deadend: 3/8" Strandvise Standard Short Bail	50	Each	\$ -	\$ -		\$ 17.00	\$ 850.00	18-20 Weeks	\$ 25.920	\$ 1,296.00	4-8 Weeks

25	Strap: 6" Unistrut	25	Each	\$ -	\$ -		\$ 5.13	\$ 128.25	Stock	\$ 7.980	\$ 199.50	10-14 Weeks
26	Anchor Rod: 1" X 7'	30	Each	\$ -	\$ -		\$ 65.00	\$ 1,950.00	107 days	\$ 57.190	\$ 1,715.70	4-8 Weeks
27	Screw Anchor: 14"	30	Each	\$ -	\$ -		\$ 225.00	\$ 6,750.00	100 days	\$ 294.440	\$ 8,833.20	10-14 Weeks
28	Spade Extension: 8-Hole	15	Each	\$ -	\$ -		\$ 56.00	\$ 840.00	120 days	\$ 73.910	\$ 1,108.65	26-30 Weeks
29	Crossarm: Fiberglass 8'	60	Each	\$ -	\$ -		\$ 168.00	\$ 10,080.00	8-12 Weeks	\$ 172.620	\$ 10,357.20	12-16 Weeks
30	Crossarm: Fiberglass 12'	5	Each	\$ -	\$ -		\$ 701.00	\$ 3,505.00	8-12 Weeks	\$ 720.470	\$ 3,602.35	12-16 weeks
31	Deadend											
31	Nut: Thimble Eye 5/8"	50	Each	\$ -	\$ -		\$ 4.25	\$ 212.50	Stock	\$ 6.710	\$ 335.50	Stock
32	Plate: Pole Eye	10	Each	\$ -	\$ -		\$ 13.00	\$ 130.00	Stock	no bid	\$ -	
33	Deadend: 1/4" Strandvise											
33	Standard Short Bail	50	Each	\$ -	\$ -		\$ 17.60	\$ 880.00	Stock	\$ 13.750	\$ 687.50	36-40 Weeks
34	Transformer: 75KVA											
34	208Y/120, Three Phase	3	Each	\$ -	\$ -		\$ 21,865.00	\$ 65,595.00	52 Weeks	\$ 23,178.000	\$ 69,534.00	52- 70 weeks
35	Transformer: 225KVA											
35	208Y/120, Three Phase	3	Each	\$ -	\$ -		\$ 31,100.00	\$ 93,300.00	52 Weeks	\$ 32,927.000	\$ 98,781.00	52-70 Weeks
36	Transformer: 300KVA											
36	208Y/120, Three Phase	3	Each	\$ -	\$ -		\$ 35,900.00	\$ 107,700.00	52 Weeks	\$ 38,044.000	\$ 114,132.00	52-70 Weeks
37	Cable: 1100 MCM Primary											
37	3 Conductors	155,700	Feet	\$ -	\$ -		\$ 13.75	\$ 2,140,875.00	Jan - March 2024	\$ 11.638	\$ 1,812,036.60	54-62 Weeks
38	6" HDPE Conduit, Schedule 40	48,800	Feet	\$ -	\$ -		\$ 4.39	\$ 214,232.00	10 Weeks	\$ 4.924	\$ 240,291.20	6-10 Weeks
39	T-Body Kit, 1100, With no Reducer											
39	Includes Insulating Plug	320	Each	\$ -	\$ -		\$ 215.00	\$ 68,800.00	24-26 Weeks	\$ 74.090	\$ 23,708.80	30-34 Weeks
40	Connecting Plug with Stud	150	Each	\$ -	\$ -		\$ 130.00	\$ 19,500.00	24-26 Weeks	\$ 128.880	\$ 19,332.00	24-28 Weeks
41	600 AMP Protective Cap	30	Each	\$ -	\$ -		\$ 99.50	\$ 2,985.00	Stock	\$ 173.780	\$ 5,213.40	30-34 Weeks
42	Concrete Vault, PCORP, 7' X 12'	26	Each	\$ -	\$ -		\$ 11,853.85	\$ 308,200.10	10-12 Weeks	\$ 12,360.000	\$ 321,360.00	tbd
43	Underground Cable Racking,											
43	20 Hole, T-Slots	624	Each	\$ -	\$ -		\$ 11.75	\$ 7,332.00	1-2 Weeks	\$ 24.830	\$ 15,493.92	2-3 Weeks
44	Underground Cable Rack Hook, 18"	936	Each	\$ -	\$ -		\$ 13.50	\$ 12,636.00	1-2 Weeks	\$ 28.140	\$ 26,339.04	2-3 weeks
45	Unistrut Spring Nuts, 1/2"	1,250	Each	\$ -	\$ -		\$ 4.90	\$ 6,125.00	Stock	\$ 0.790	\$ 987.50	2-3 Weeks
46	4" Arnco Fittings, Shurlock	12	Each	\$ -	\$ -		\$ 32.00	\$ 384.00	Stock	\$ 31.690	\$ 380.28	Stock
47	Power Pole, 55', Class 1	17	Each	\$ 4,672.00	\$ 79,424.00	21 Weeks	\$ 3,675.00	\$ 62,475.00	34 weeks	no bid	\$ -	
48	Power Pole, 60', Class 1	4	Each	\$ 4,926.00	\$ 19,704.00	21 Weeks	\$ 3,830.00	\$ 15,320.00	34 Weeks	no bid	\$ -	
49	Power Pole, 65', Class 1	2	Each	\$ 5,190.00	\$ 10,380.00	21 Weeks	\$ 4,035.00	\$ 8,070.00	34 Weeks	no bid	\$ -	
50	Pad Mount Switchgear PSE-9	2	Each	\$ -	\$ -		no bid	\$ -		\$ 20,669.000	\$ 41,338.00	34-38 Weeks
51	Pad Mount Switchgear PSE-11	1	Each	\$ -	\$ -		no bid	\$ -		\$ 22,601.000	\$ 22,601.00	34-38 Weeks
52	Deadend Shoe Clamp	150	Each	\$ -	\$ -		\$ 28.00	\$ 4,200.00	14-16 Weeks	\$ 45.220	\$ 6,783.00	28-32 Weeks
				Total	\$ 30,084.00			\$ 3,354,564.95			\$ 3,071,202.83	

Recommended Award

\$ 2,696,537.60

\$ 112,518.10

Sub Total

Attending: Krista Thornton  
Nikki Bradford  
Nate Anderson

NOTES: Lines 4A and 4B will be awarded to D&S due to faster delivery time so we can start our project on schedule  
Line 37 will be awarded to Irby due to delivery time  
Line 38 will be awarded to D&S due to faster delivery time so we can start our project on schedule  
Line 39 is awarded to Irby – all other vendors only quoted plug and not full kit  
Line 42 is awarded to Irby due to faster delivery time  
Line 46 will not be awarded due to adequate inventory

G & W Electric - Bolingbrook, IL			Border States Electric - Billings, MT			Anixter - Billings, MT			D&S Electric Supply - Idaho Falls			Mountainland Supply Company - Idaho Falls		
Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time	Unit Cost	Total Amount	Delivery Time
\$ -	\$ -		\$ 10.78	\$ 5,605.60	2 Weeks	no bid	\$ -		\$ 9.90	\$ 5,145.40	2 days	\$ 13.70	\$ 7,124.00	1 week
\$ -	\$ -		\$ 61.20	\$ 6,120.00	4 Weeks	no bid	\$ -		\$ 62.60	\$ 6,260.20	1 week	no	\$ -	
\$ -	\$ -		\$ 9.08	\$ 1,044.20	2 Weeks	\$ 9.60	\$ 1,104.00	3-4 Weeks	\$ 6.56	\$ 754.06	5-7 days	\$ 10.20	\$ 1,173.00	3 weeks
\$ -	\$ -		\$ 2.74	\$ 49,810.49	8-10 Weeks	\$ 3.06	\$ 55,692.00	5-8 Weeks	\$ 2.61	\$ 47,502.00	4 weeks	\$ 4.25	\$ 77,350.00	4 weeks
\$ -	\$ -		\$ 2.74	\$ 51,573.60	8-10 Weeks	\$ 3.06	\$ 57,681.00	5-8 Weeks	\$ 2.61	\$ 49,198.50	4 weeks	\$ 4.25	\$ 80,112.50	4 weeks
\$ -	\$ -		\$ 49.64	\$ 2,978.40	2 weeks	\$ 39.83	\$ 2,389.80	4-6 Weeks	\$ 51.45	\$ 3,087.00	2 days	\$ 45.10	\$ 2,706.00	1-2 weeks
\$ -	\$ -		\$ 35.03	\$ 525.45	2 Weeks	no bid	\$ -		\$ 40.72	\$ 610.80	2 days	\$ 10.07	\$ 151.05	1-2 weeks
\$ -	\$ -		\$ 43.30	\$ 17,320.00	4 Weeks	\$ 51.08	\$ 20,432.00	1-2 Weeks	\$ 59.75	\$ 23,900.00	5-7 days	\$ 81.00	\$ 32,400.00	1 week
\$ -	\$ -		\$ 90.39	\$ 31,634.75	25 Weeks	\$ 91.06	\$ 31,871.00	14-16 Weeks	no bid	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 27.54	\$ 1,652.40	52 weeks	\$ 31.43	\$ 1,885.80	25-27 Weeks	no bid	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 18.55	\$ 3,710.00	12 Weeks	\$ 14.88	\$ 2,976.00	2-3 Weeks	no bid	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 1.48	\$ 148.00	6 Weeks	\$ 0.90	\$ 90.00	Stock	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		no bid	\$ -		\$ 88.95	\$ 12,453.00	4-6 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		no bid	\$ -		\$ 112.25	\$ 8,980.00	4-6 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 33.74	\$ 1,349.60	8 weeks	\$ 48.74	\$ 1,949.60	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 4.82	\$ 1,325.50	4 Weeks	\$ 3.65	\$ 1,003.75	stock	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 15.10	\$ 1,510.00	8 weeks	no bid	\$ -		\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 8.18	\$ 2,045.00	10 weeks	\$ 12.57	\$ 3,142.50	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 1.01	\$ 1,010.00	10 Weeks	\$ 0.92	\$ 920.00	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		no bid	\$ -		\$ 33.51	\$ 6,702.00	36-38 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 32.18	\$ 643.60	4 Weeks	\$ 38.71	\$ 774.20	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 187.69	\$ 938.45	6 weeks	\$ 219.31	\$ 1,096.55	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 174.00	\$ 1,740.00	6 Weeks	\$ 205.62	\$ 2,056.20	2-3 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 84.63	\$ 16,926.00	12 Weeks	\$ 65.75	\$ 13,150.00	16-18 Weeks	\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ 20.74	\$ 1,037.00	8 weeks	\$ 39.27	\$ 1,963.50	18-20 Weeks	\$ -	\$ -		\$ -	\$ -	

\$ -	\$ -		\$ 3.66	\$ 91.40	3 weeks	\$ 4.09	\$ 102.25	3-4 Weeks	\$ 5.77	\$ 144.25	2 days	\$ 2.67	\$ 66.75	2 weeks	\$ 5.13
\$ -	\$ -		\$ 68.57	\$ 2,057.10	20 Weeks	\$ 81.57	\$ 2,447.10	14-16 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 65.00
\$ -	\$ -		\$ 204.50	\$ 6,135.00	24 Weeks	\$ 252.02	\$ 7,560.60	14-16 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 225.00
\$ -	\$ -		no bid	\$ -		no bid	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 56.00
\$ -	\$ -		\$ 169.15	\$ 10,149.00	12 Weeks	\$ 193.91	\$ 11,634.60	8-12 weeks	\$ -	\$ -		\$ -	\$ -		\$ 168.00
\$ -	\$ -		\$ 708.51	\$ 3,542.55	12 Weeks	\$ 876.32	\$ 4,381.60	8-12 weeks	\$ -	\$ -		\$ -	\$ -		\$ 701.00
\$ -	\$ -		\$ 5.26	\$ 263.00	15 Weeks	4.10	\$ 205.00	2-3 weeks	\$ -	\$ -		\$ -	\$ -		\$ 4.25
\$ -	\$ -		\$ 8.35	\$ 83.50	18 Weeks	\$ 16.90	\$ 169.00	2-3 weeks	\$ -	\$ -		\$ -	\$ -		\$ 13.00
\$ -	\$ -		\$ 21.95	\$ 1,097.50	50 Weeks	\$ 22.99	\$ 1,149.50	32-34 weeks	\$ -	\$ -		\$ -	\$ -		\$ 17.60
\$ -	\$ -		\$ 12,106.67	\$ 36,320.01	52 Weeks	no bid	\$ -		\$ 21,532.00	\$ 64,596.00	100 weeks	\$ -	\$ -		\$ 21,865.00
\$ -	\$ -		\$ 17,920.00	\$ 53,760.00	52 weeks	no bid	\$ -		\$ 24,665.00	\$ 73,995.00	100 weeks	\$ -	\$ -		\$ 31,100.00
\$ -	\$ -		\$ 20,948.00	\$ 62,844.00	52 Weeks	no bid	\$ -		\$ 34,628.00	\$ 103,884.00	100 weeks	\$ -	\$ -		\$ 35,900.00
\$ -	\$ -		\$ 17.66	\$ 2,750,129.10	70 Weeks	no bid	\$ -		\$ 14.52	\$ 2,261,075.40	46 weeks	\$ -	\$ -		\$ 13.75
\$ -	\$ -		\$ 4.84	\$ 236,094.40	10 Weeks	\$ 5.48	\$ 267,424.00	5-8 weeks	\$ 4.52	\$ 220,576.00	4 weeks	\$ 8.60	\$ 419,680.00	6 weeks	\$ 4.39
\$ -	\$ -		\$ 105.86	\$ 33,875.20	40 Weeks	\$ 93.60	\$ 29,952.00	28-30 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 215.00
\$ -	\$ -		\$ 154.65	\$ 23,197.50	30 Weeks	\$ 136.75	\$ 20,512.50	24-26 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 130.00
\$ -	\$ -		\$ 80.74	\$ 2,422.20	40 Weeks	\$ 102.11	\$ 3,063.30	18-20 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 99.50
\$ -	\$ -		\$ 10,627.84	\$ 276,323.84	24 Weeks	\$ 14,393.54	\$ 374,232.04	8-12 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 11,853.85
\$ -	\$ -		no bid	\$ -		no bid	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 11.75
\$ -	\$ -		no bid	\$ -		no bid	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 13.50
\$ -	\$ -		\$ 1.23	\$ 1,536.25	4 Weeks	\$ 1.32	\$ 1,650.00	2-3 Weeks	\$ 2.22	\$ 2,778.75	1 week	\$ 0.80	\$ 1,000.00	2 weeks	\$ 4.90
\$ -	\$ -		\$ 32.65	\$ 391.80	6 weeks	\$ 44.13	\$ 529.56	10-12 Weeks	\$ 37.24	\$ 446.88	2 days	\$ -	\$ -		\$ 32.00
\$ -	\$ -		\$ 7,023.40	\$ 119,397.80	33 weeks	\$ 4,538.47	\$ 77,153.99	34-37 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 3,675.00
\$ -	\$ -		\$ 10,740.43	\$ 42,961.72	33 Weeks	\$ 4,723.07	\$ 18,892.28	34-37 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 3,830.00
\$ -	\$ -		\$ 11,223.40	\$ 22,446.80	33 Weeks	\$ 5,208.34	\$ 10,416.68	34-37 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 4,035.00
\$ 61,363.00	\$ 122,726.00	46 weeks	no bid	\$ -		\$ 22,370.59	\$ 44,741.18	32-34 Weeks	\$ -	\$ -		\$ -	\$ -		\$ -
\$ 60,555.00	\$ 60,555.00	46 weeks	no bid	\$ -		\$ 24,462.36	\$ 24,462.36	32-34 Weeks	\$ -	\$ -		\$ -	\$ -		\$ -
\$ -	\$ -		\$ 41.44	\$ 6,216.00	48 Weeks	\$ 35.15	\$ 5,272.50	26-28 Weeks	\$ -	\$ -		\$ -	\$ -		\$ 28.00
	\$ 183,281.00			\$ 3,891,983.71			\$ 1,134,264.94			\$ 2,863,954.24			\$ 621,763.30		

#NAME?

\$ 205.00

\$ 318,030.56

\$ 217.80

# Memorandum

**File #:** 23-188

**City Council Meeting**

**FROM:** Wade Sanner, Director  
**DATE:** Tuesday, June 20, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 4

## Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Ivywood Division No. 4 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).
2. Accept or Approve the Final Plat for Ivywood Division No. 4 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 Ivywood Division No. 4 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 Ivywood Division No. 4. The Planning and Zoning Commission considered this item at its April 4, 2023, meeting and unanimously voted to recommend approval for the final plat as presented. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives



A successful Plat should be consistent with the Comprehensive Plan and Zoning Ordinance, which includes policies and goals related to Growth, Sustainability, Transportation, and Livable Communities.

## Interdepartmental Coordination

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



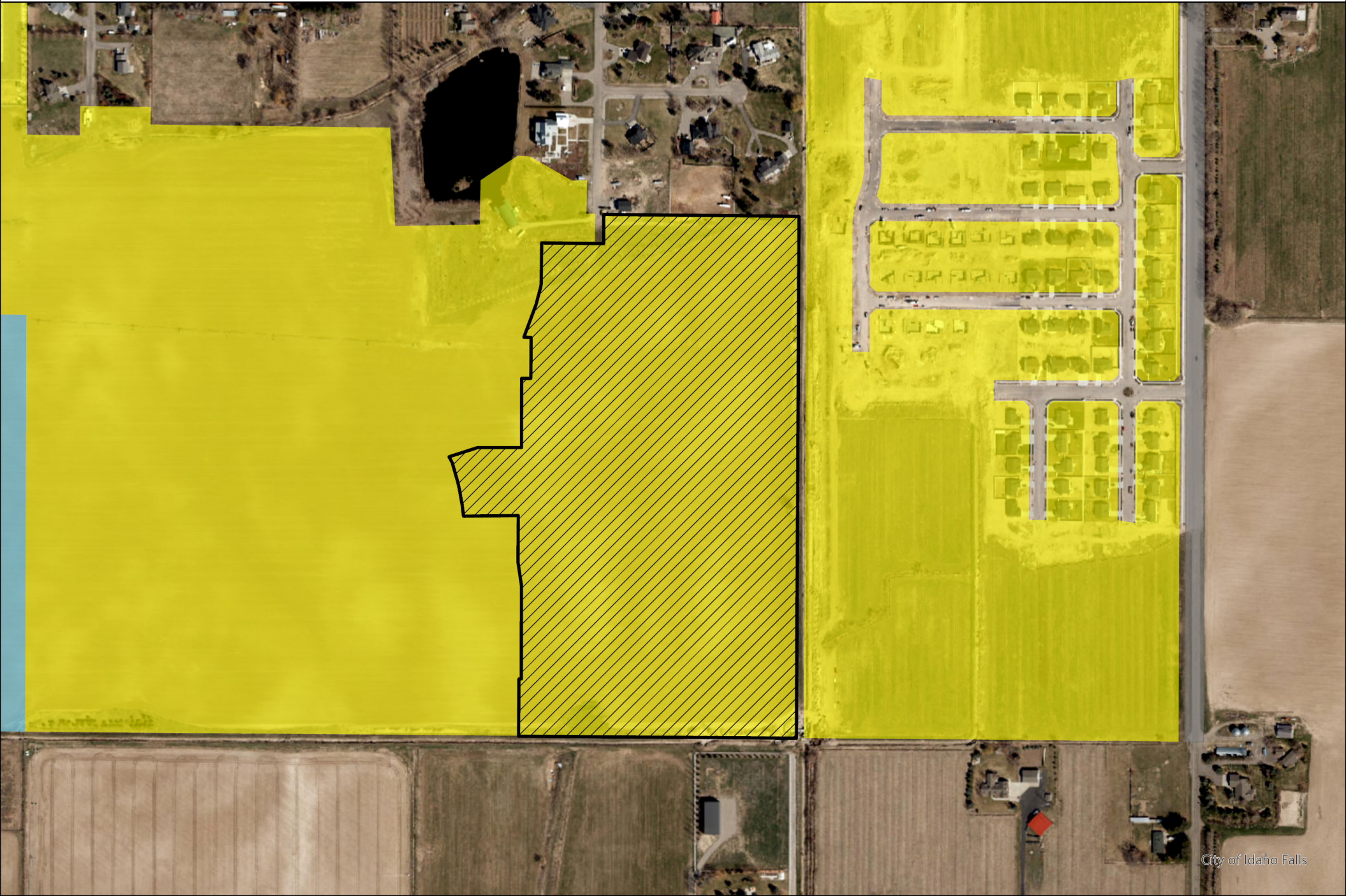
**Fiscal Impact**

NA

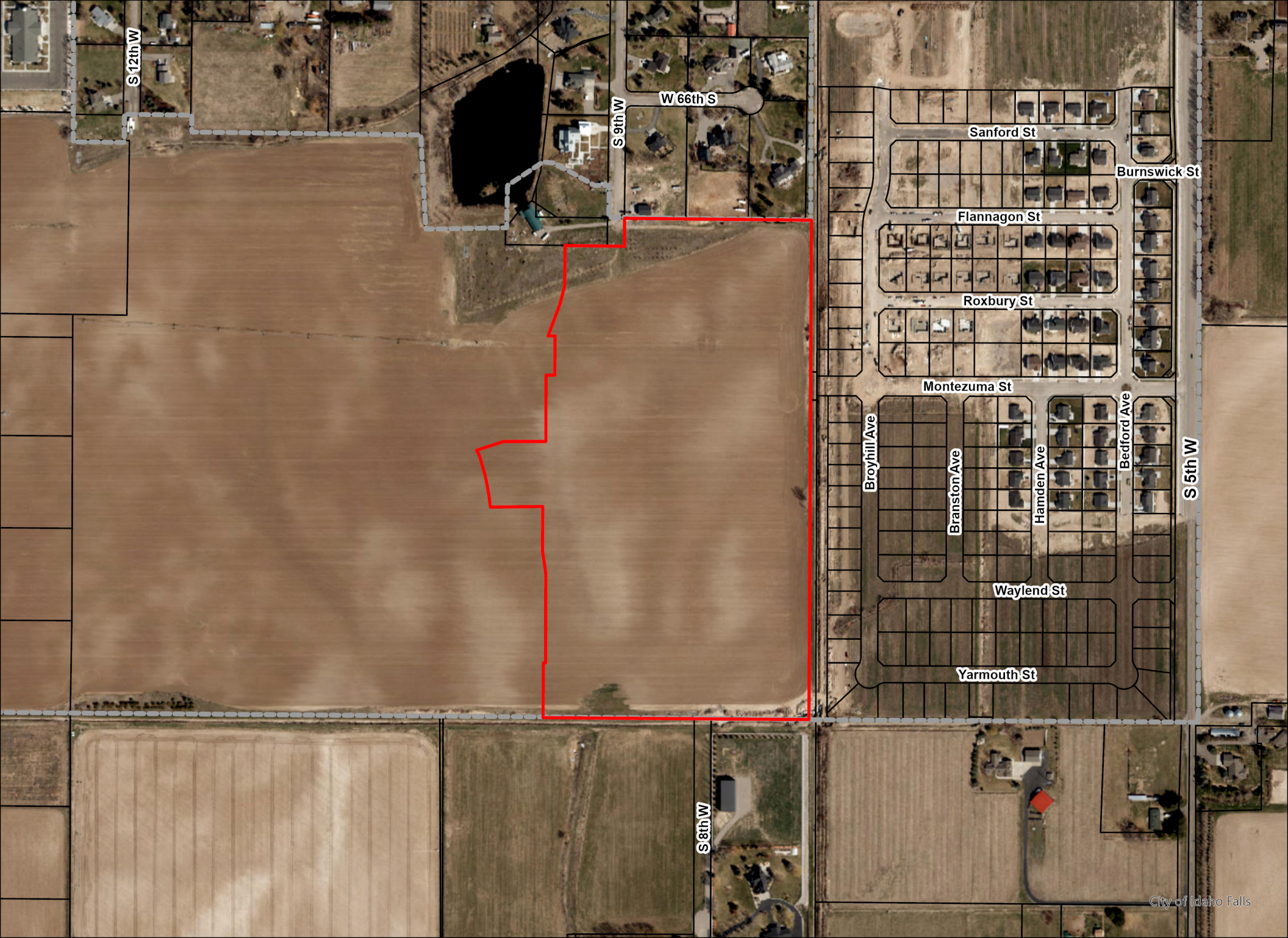
**Legal Review**

This application has been reviewed by the City Attorney's Office and is consistent with applicable law.

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











A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
A PARCEL OF LAND SITUATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST, BOISE MERIDIAN  
SHEET 2 OF 2

THE KNOWLE WORKS ENGINEERING WAS COMMISSIONED BY POWELL POWELL TO DESIGN A SUBDIVISION PLAT FOR A 100-ACRE TRACT OF LAND KNOWN AS LYWOOD. THE SUBDIVISION IS LOCATED IN A PARCEL OF LAND OWNED BY PLANTATION CORPORATION. WARRANTY DEED NUMBER 1532077. THE PLAT IS BOUND ON THE NORTH BY YORK SUBDIVISION, DIVISION NUMBER 2, AS PURSUANT TO INSTRUMENT NUMBER 864522. THE GUARANTEE LATERAL IS AS PURSUANT TO INSTRUMENT NUMBER 1532077. THE WEST BOUNDARY IS AS PURSUANT TO INSTRUMENTS 1532021 AND INSTRUMENT NUMBER 1533020. THE WEST BOUNDARY IS ADJACENT WITH UNPLATTED LAND. THE SOUTH BOUNDARY IS BOUND BY THE EAST-MEET CENTER SECTION LINE AND COTTONWOOD ESTATES. DIVISION NUMBER 2, AS PURSUANT TO INSTRUMENT NUMBER 1302251. FOUND BY THE SURVEYOR. INSTRUMENT NUMBER 1533020. INSTRUMENT NUMBER 1302251. 100-ACRE TRACT OF LYWOOD PLATS SURROUNDING CONTROL. OF THE PLAT.

ONLY A DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL BE HEREAFTER BE KNOWN AS LYWOOD DIVISION NO. 4, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, SHELBY COUNTY, IDAHO.

OWNER, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS, 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, SUCH RIGHT AS SHOWN AND DESCRIBED HEREON.

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

WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID STATE AS OF THE DATE HEREOF

ROCKWELL HOMES, INC.

GREG HANSEN, VICE PRESIDENT, TREASURER

STATE OF

COUNT OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GREG HANSEN, \_\_\_\_\_, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT, TREASURER OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID \_\_\_\_\_, WHOSE NAME AND ADDRESS ARE SET FORTH IN THE FOREGOING OWNERS DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

ABOVE WRITTEN.

— 10 —

RESIDING AT:

KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS IVWWOOD DIVISION NO. 4, WAS MADE UNDER MY PERSONAL SUPERVISION AND THAT THE SURVEY IS TRULY AND CORRECTLY MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE PLAT THEREOF.

THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF CONNEVILLE, 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 \_\_\_\_\_

ONLINE WILL COUNT INDUSTRY

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

DATE: 3-17-2022 INSTRUMENT NO. 1718018  
DATE: 11-21-2022 INSTRUMENT NO. 1737128

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.

CONNEVILLE COUNTY SURVEYOR, DAVID DOUGLAS ROMRELL  
P. O. BOX 173277

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

ENVIRONMENTAL HEALTH SPECIMENS, RETN DATE:

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

STATISTICAL

CITY ENGINEER

HEREBY CERTIFY THAT THE FOREGOING PLAT IVYWOOD DIVISION NO. 4, WAS  
FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO.

BONNEVILLE COUNTY RECORDER

---

[illegible]

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 RULES CODE AS AMENDED FROM TIME TO TIME.

Close to: 5108 5109 5110



OFFICIAL: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_

1551 MEMPHIS AVE.  
Idaho Falls, Idaho 83402

310 N 2nd East, Suite 153  
DATE:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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IDAHO FALLS CITY COUNCIL  
STAFF REPORT  
Final Plat for Ivywood, Division No. 4  
June 29, 2023



Community  
Development  
Services

**Applicant:**  
Eagle Rock Engineering

**Project Manager:**  
Brian J. Stevens

**Location:** Generally located  
Southwest of intersection at 5th  
West and 65th South

**Size:** Approx. 37 acres  
**Total Lots:** 109  
**Buildable Lots:** 105  
**Common Lots:** 4

**Existing Zoning:** R1  
North: County  
South: County  
East: R1  
West: R1

**Existing Land Uses:**  
Site: Ag land  
North: Residential  
South: Ag & Residential  
East: Residential  
West: Ag land

**Future Land Use Map:**  
Suburban

**Attachments:**  
1. Subdivision and Zoning  
Ordinance Requirements  
2. Comprehensive Plan  
Policies  
3. Maps and aerial photos  
4. Final Plat  
5. Reasoned Statement

**Requested Action:** To approve the final plat for Ivywood Division  
No. 4.

**Staff Comments:** This property was annexed in October of 2006. A preliminary plat for York Subdivision was approved in 2006. A new preliminary plat Ivywood West was approved in March 2021. A traffic impact study was also completed and been approved by Public Works. Review has also been completed by Bonneville County and the developer has negotiated with them on offsite improvements to County Roads.

This property is zoned R1, Single Dwelling Residential. The final plat includes 105 buildable lots on approx. 37 acres. The plat includes four non-buildable lots, three canal lots and one storm pond lot. Access will come from the continuation of Montezuma Street, 9<sup>th</sup> West. These streets will provide for connection to W 65th S and S 5th W. A stub road of 8<sup>th</sup> West will allow for future connection to the south, as requested by Bonneville County. Additional connections will be created as development of Ivywood continues west.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R1 Zone. Staff recommends approval of the plat as presented.

10-1-5: GENERAL SUBDIVISION STANDARDS:

(I) Cross Sections:

(1) Final geometric design of street sections shall be approved at the time improvement drawings are submitted for approval by the City. Traffic counts and traffic impact studies, when required, shall be performed by the developer and submitted to the City for review and approval.

A traffic study was required for the preliminary plat prior to this final plat and has been conducted and considered.

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	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.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	N/A
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	N/A

development agreement shall include provisions for installation and continued maintenance of arterial buffers.	
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	<p>Chapelle Ave., Wyndham St, Edna St, Apollo Drive, 8<sup>th</sup> West, 9<sup>th</sup> West, Adaline Court – Local Streets</p> <p>Montezuma Street – Collector Street</p>



## Zoning Ordinance:

### 11-3-3 : PURPOSE OF RESIDENTIAL ZONES

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

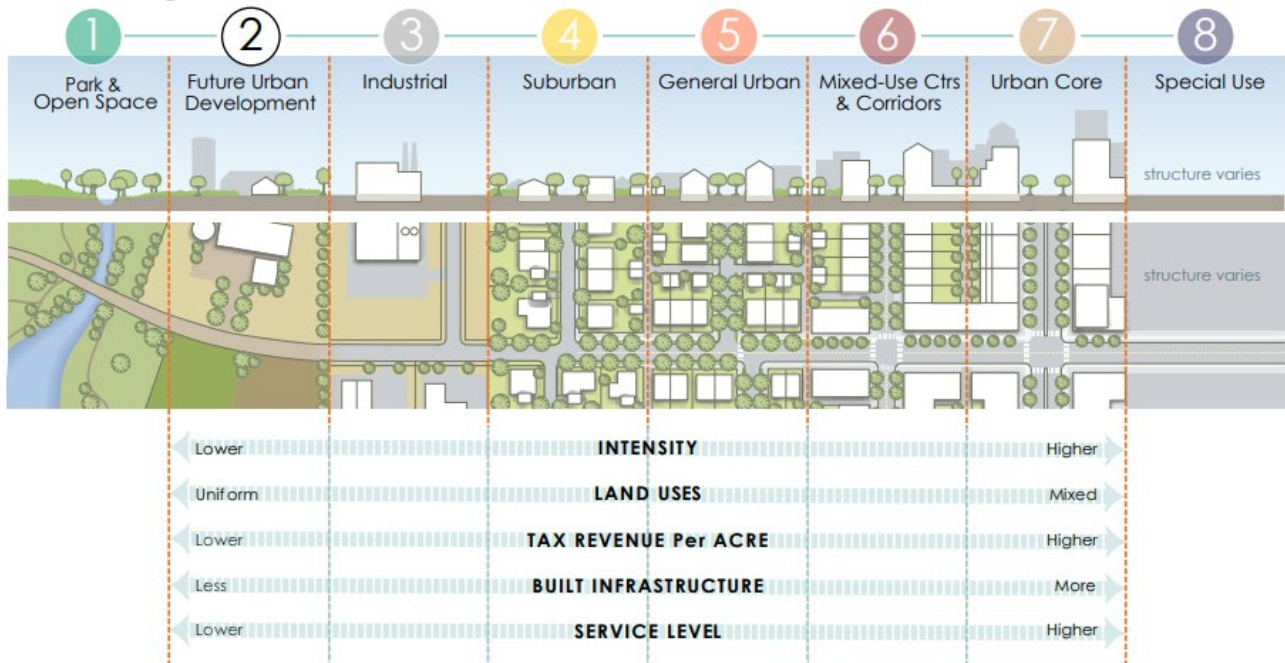
(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft<sup>2</sup>), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.

## Comprehensive Plan:

# ImagineIT Transects



## 4. Suburban

**Snapshot:** The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

**Local examples:** Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

April 4, 2023

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Margaret Wimborne, Kristi Brower, Marsha McDaniel, Forrest Ihler, Bill Scott, Arnold Cantu, Dale Storer

**MEMBERS ABSENT:** Scott Geddes, Glen Ogden

**ALSO PRESENT:** Planners Naysha Foster, Brian Stevens and interested citizens.

**CALL TO ORDER:** Margaret Wimborne called the meeting to order at 7:00 p.m.

**MINUTES:** Cantu moved to accept the minutes of March 7, 2023, Scott seconded the motion. The motion passed unanimously.

**Business (s):**

**2. PLAT 21-028: FINAL PLAT. Ivy Wood Division No. 4**

**Applicant: Kurt Rolland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho.** Rolland stated this is Division 4 of Ivy Wood Estates and consists of 37 acres that has been zoned R1. They have 109 lots and 105 are buildable. There is a park in this division that will be a green space.

Ihler asked if the park is a storm pond. Rolland agreed it is a storm pond and park with amenities.

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

Wimborne asked if some of the intersections like Chapelle and Montezuma have a circle intersection to slow traffic. Stevens doesn't think it will be a roundabout, and it will be a standard intersection. Stevens stated that the road lengths with the cul-de-sac are not much different than what has already been built.

Scott is concerned that the City has put an emphasis on building walkable centers, and this is a lot of development, with no commercial services. Scott feels they should be more concerned with services. Wimborne stated that there is some commercial on the corner of 65<sup>th</sup> and 5<sup>th</sup> West. Stevens stated that they do propose that the intersection of 5<sup>th</sup> West and 65<sup>th</sup> will have a walkable center, and the owner of the property would love to see a retail center coming to a location near the development to provide jobs and groceries. This development has the potential to bring the necessary rooftops to bring commercial to the area. There is planned to have a large road built at W 65<sup>th</sup> S in the future, and between the combination of the large development, large road, and pathways, this area could see a walkable center at 65<sup>th</sup>.

Ihler does not like single family neighborhoods on the edge of town as it is bad for the City, but this follows all the rules that are established. Ihler thinks that even though it is a single family with a commercial center, it is not walkable enough, especially if 65<sup>th</sup> becomes a bigger road. Ihler commented on Wimborne's concern about speed on the roads, and indicated that Montezuma has a canal, and if you have two neighborhoods connected over a canal, it usually rises and then goes down, which creates a natural speed bump and slows people down.

Rolland stated that Montezuma is a collector with 70' right of way.

**Storer moved to recommend to the Mayor and City Council approval of the Final Plat for Ivy Wood Division No. 4, as presented, Scott seconded the motion. Wimborne called for roll call vote: Brower, yes; Ihler, yes; Storer, yes; Wimborne, yes; McDaniel, yes; Scott, yes; Cantu, yes. The motion passed unanimously.**

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

### **APPROVAL OF THE FINAL PLAT OF IVYWOOD DIVISION NO. 4 LOCATED IN THE SOUTHWEST OF INTERSECTION AT 5TH WEST AND 65TH SOUTH.**

**WHEREAS**, the applicant filed an application for a final plat on September 08, 2021; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 4, 2023; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 29, 2023; and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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 37-acre parcel located in the Southwest of intersection at 5th West and 65th South.
3. The plat includes 105 buildable lot, and 4 non buildable lots.
4. Access to the subdivision will come from the continuation of Montezuma Street, 9th West.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The proposed development is consistent with the principles of the City's Comprehensive Plan and the R1, Single Dwelling Residential Zone.
7. The proposed development is consistent with the principles of the City's Comprehensive Plan.

#### **II. DECISION**

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Rebecca L. Noah Casper-Mayor

DEVELOPMENT AGREEMENT  
IVYWOOD DIVISION NO. 4

This DEVELOPMENT AGREEMENT IVYWOOD DIVISION NO. 4 ("AGREEMENT"), made this \_\_\_\_\_ day of \_\_\_\_\_, ~~2022~~<sup>2023</sup>, 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 Rockwell Homes, Inc., ("DEVELOPER"), whose mailing address is 3539 Briar Creek, Ammon, ID 83406.

W I T N E S S E T H:

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

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

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

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

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

ROCKWELL HOMES, INC.

By   
Paul Johnson, Manager

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, <sup>2023</sup>~~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

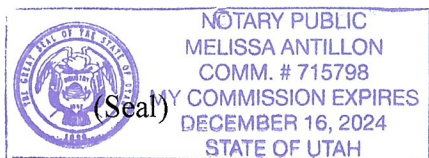
Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF ~~IDAHO~~ <sup>Utah</sup> )  
 ) ss:  
County of <sup>Washington</sup>

On this 13 day of September, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Paul Johnson, known or identified to me to be an authorized signator of Rockwell Homes, Inc., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



Melissa Antillon  
\_\_\_\_\_  
Notary Public of ~~Idaho~~ <sup>Utah</sup>  
Residing at: St. George, UT  
My Commission Expires: 12/16/2024



**EXHIBIT "A"**  
**PROPERTY**

LEGAL DESCRIPTION

IVYWOOD DIVISION NO. 4

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEARS S.00°09'12"W. 2678.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 12; RUNNING THENCE S.89°31'44"E. ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 12 A DISTANCE OF 2651.80 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE S.89°31'39"E. ALONG SAID EAST-WEST CENTER SECTION LINE 356.75 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE N.00°28'19"E. 195.03 FEET; THENCE S.89°31'41"E. 6.97 FEET; THENCE N.00°11'38"E. 318.01 FEET; THENCE N.08°54'39"W. 79.00 FEET; THENCE N.00°11'38"E. 159.00 FEET; THENCE N89°48'22"W 186.78 FEET; THENCE N09°23'13"W 70.35 FEET TO A POINT OF A CURVE WITH A RADIUS OF 635.00 FEET WITH A CHORD THAT BEARS N15°35'31"W 137.27 FEET; THENCE TO THE LEFT ALONG SAID CURVE 137.54 FEET THROUGH A CENTRAL ANGLE OF 12°24'37"; THENCE N71°37'40"E 101.09 FEET; THENCE S.89°47'34"E. 150.00 FEET; THENCE N.00°11'38"E. 235.00 FEET; THENCE S.89°47'34"E. 31.23 FEET; THENCE N.00°12'26"E. 140.00 FEET; THENCE N.89°47'34"W. 23.83 FEET; THENCE N.19°44'40"E. 118.04 FEET; THENCE N.14°29'49"E. 71.22 FEET; THENCE N.00°45'52"E. 141.22 FEET TO THE SOUTH BOUNDARY LINE OF GOOSE LAKE, DIVISION NUMBER 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTH BOUNDARY LINE OF SAID GOOSE LAKE, DIVISION NUMBER 1 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°14'28"E. 210.10 FEET; (2) THENCE N.00°45'32"E. 100.00 FEET TO THE SOUTH BOUNDARY LINE OF YORK SUBDIVISION, DIVISION NUMBER 2, BONNEVILLE COUNTY, IDAHO; THENCE S.89°14'28"E. ALONG SAID SOUTH BOUNDARY LINE OF SAID YORK SUBDIVISION, DIVISION NUMBER 2 EXTENDED 663.01 FEET; THENCE S.00°11'40"W. 1776.06 FEET TO SAID EAST-WEST CENTER SECTION LINE OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF COTTONVIEW ESTATES, DIVISION NUMBER 2, BONNEVILLE COUNTY, IDAHO; THENCE N.89°31'39"W. ALONG SAID EAST-WEST CENTER SECTION LINE AND SAID NORTH BOUNDARY LINE OF SAID COTTONVIEW ESTATES, DIVISION NUMBER 2 EXTENDED 945.40 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 38.468 ACRES.



## EXHIBIT "B"

### SPECIAL CONDITIONS IVYWOOD DIVISION NO. 4

**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 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. 3.00 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 Eighty-One Thousand Four Hundred Forty Dollars and Ten Cents (25,854 square yards at \$3.15 per square yard, \$81,440.10). 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. 4.00 Bridge Construction.** This Subdivision is part of a future connection of 8th West that crosses the German Canal. DEVELOPER shall provide for the design and construction of the Bridge. Such improvements shall be shown on the Development Improvement Drawings subject to the approval of CITY Engineer and the Irrigation District.

In the event that any Property Owner bordering the crossing engages CITY with a development agreement, CITY shall, to the extent permitted by law, collect fees for up to half of the cost for Bridge. Said fee shall be collected for the purpose of reimbursing DEVELOPER for the costs to permit, design, and construct the Bridge as required by this AGREEMENT.

CITY makes no warranty with respect to CITY's authority to collect such fees. DEVELOPER agrees to indemnify and hold CITY harmless as a result of any claim, action, suit, or proceeding, including attorney's fees and court costs, brought against CITY, in which CITY's authority to collect the costs is challenged in any way. CITY's obligation to collect the fees shall expire at the expiration of ten (10) years from the date of this AGREEMENT.

# Memorandum

File #: 23-189

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Tuesday, June 20, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East

## Council Action Desired

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

1. Approve the Ordinance annexing 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East, assign a Comprehensive Plan Designation of "Suburban", and under a suspension of the rules requiring three complete and separate readings, request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 7, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zoning of R1.

## Alignment with City & Department Planning Objectives



Successful annexation consideration seeks for consistency with the principles of the Comprehensive Plan, including

Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

The annexation legal description has been reviewed by the Public Works Survey Division

**Fiscal Impact**

NA

**Legal Review**

This application and ordinance have been reviewed by the City Attorney's Office for consistency with state statutes.



<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

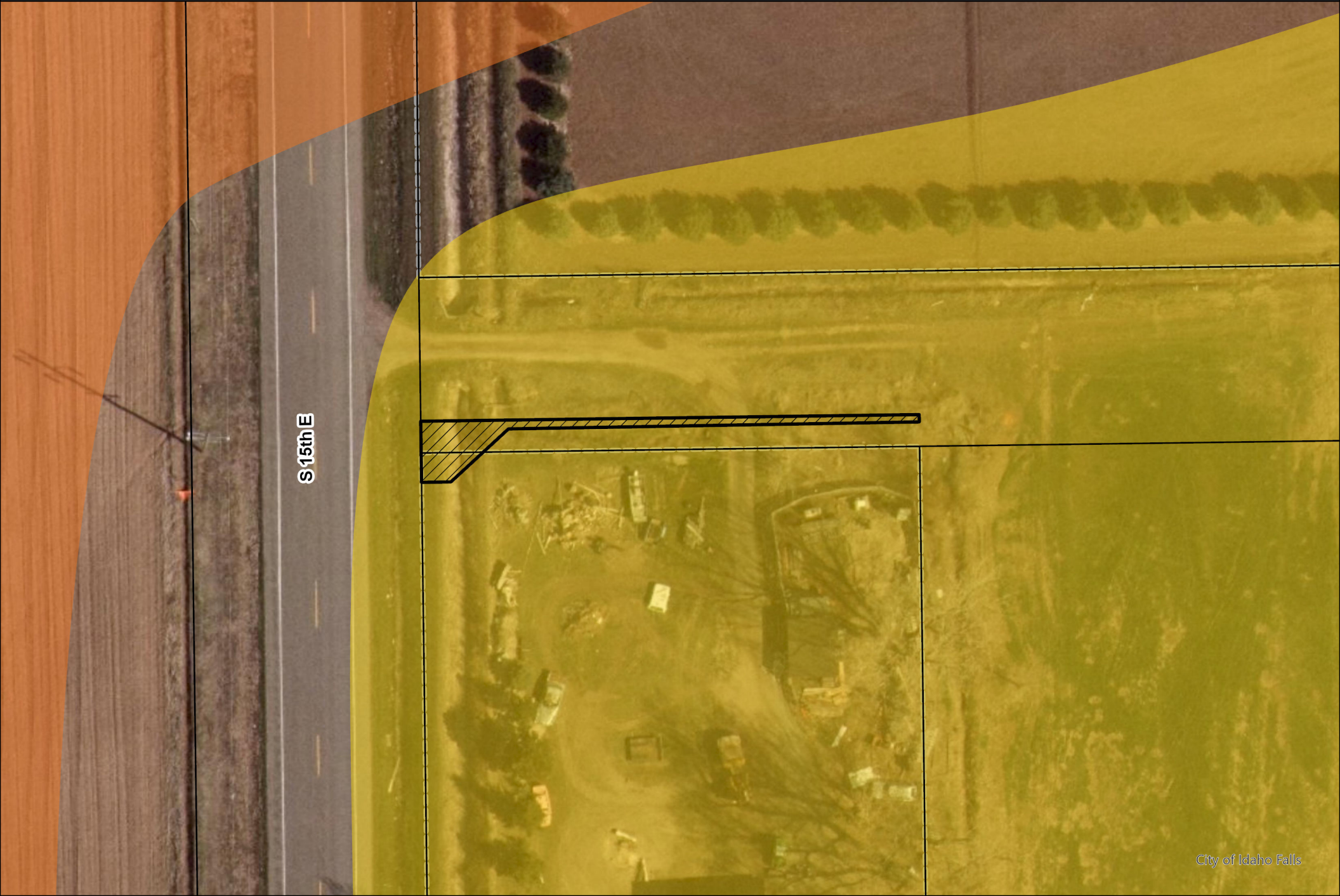








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



**STAFF REPORT**  
**Annexation of 0.019 acres of Right of Way east of 15<sup>th</sup> E and South of**  
**Sand Creek, Division 2**  
**March 7, 2023**



Community  
Development  
Services

**Applicant:** Horrocks  
Engineers

**Project Manager:** Naysha  
Foster

**Location:** Generally  
located east of 15<sup>th</sup> E and  
south of Sand Creek  
Estates, Div. 2

**Size:** Approximately  
0.019 acres.

**Zoning:**  
Existing: County A-1  
North: R1  
South: County A-1  
East: R1  
West: LC

**Proposed Zoning:** R1

**Existing Land Uses:**  
Site: Vacant  
North: Residential  
South: Residential  
East: Vacant  
West: Vacant

**Future Land Use Map:**  
Suburban

**Attachments:**

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

**Requested Action:** To **recommend** approval of the annexation and initial zoning of R1, Single Dwelling Residential, to the Mayor and City Council.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of the R1 Zone.

**Annexation:** This is a Category “A” annexation as it is requested by the property owner. The property is in the Area of Impact and contiguous to City limits along the east and north property lines. Annexation of the property is consistent with the policies of the City’s Comprehensive Plan.

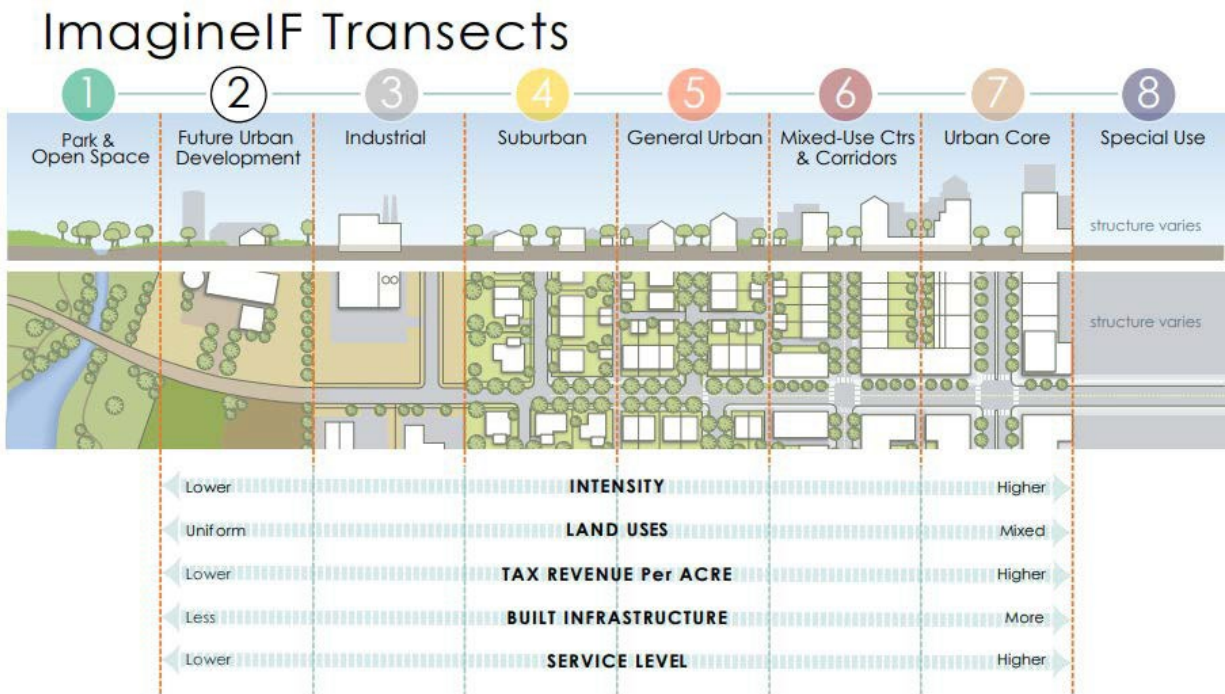
**Initial Zoning:** The proposed zoning is R1.

**Staff Comments:** This property is situated in the Area of Impact and is contiguous to city limits. The proposed annexation is an addition to the Right of Way for Sand Creek Estates, Division 2. The initial right of way into Sand Creek Estates, Division 2 is currently proposed at 49 feet. Additional right of way to the south will be developed by the developer of Sand Creek Estates, Division 2 and when the property to the north is developed additional right of way will be added and developed. The initial zoning of R1 is consistent with the Sand Creek Estates, Division 2.



## Comprehensive Plan Land Use Transects:

pg. 60-70



#### 4. Suburban

**Snapshot:** The Suburban Transect denotes existing or planned residential areas in close proximity to or with easy vehicular access to regional commercial service areas that provide daily household needs. These areas contain various housing types, generally including detached and attached single-unit dwellings, accessory dwelling units, duplexes and triplex and fourplex units at a house scale. Residential development should include a mix of housing types, price points and sizes and should not be exclusively detached single-dwelling units. These areas could also include parks, schools, churches and small commercial nodes adjacent to major roadways. Curvilinear streets and cul-de-sacs are common. Although existing road patterns and lot sizes have created low levels of connectivity and convenience to services, opportunities to increase these features should be identified and planned for.

**Local examples:** Silverleaf, Mill Run, Fairway Estates, Ivan's Acres, Shamrock Park, Home Ranch, Stonebrook, Brookside and Southpoint Subdivisions

## **Zoning Ordinance:**

### **11-3-3: PURPOSE OF RESIDENTIAL ZONES**

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

### **11-3-4: DIMENSIONAL STANDARDS FOR RESIDENTIAL ZONES.**

**Table 11-3-1: Dimensional Standards for Residential Zones**

	<b>RE</b>	<b>RP</b>	<b>R1</b>	<b>R2</b>	<b>TN</b>	<b>R3</b>	<b>R3A</b>	<b>RMH</b>
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	3,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	25
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	15
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	5
Rear	40	25	25	25	10	25*	25*	10
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	50
Maximum Building Height in ft*	24	24	24	36	*			24
Maximum Density in gross units/acre	1	4	6	17	15	35	35	35
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

March 7, 2023

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Margaret Wimborne, Scott Geddes, Dale Storer, Bill Scott, Forrest Ihler, Arnold Cantu, Glen Ogden

**MEMBERS ABSENT:** Marsha McDaniel, Kristi Brower

**ALSO PRESENT:** Interim Planning Director Kerry Beutler; planners David Peterson; Naysha Foster, Caitlin Long and interested citizens.

**CALL TO ORDER:** Margaret Wimborne called the meeting to order at 7:00 p.m.

Beutler indicated that there has been a request from the Applicant for Agenda Item #5 be postponed until the April 4, 2023 Planning and Zoning Meeting. Beutler gave the Commission the option to reorder the Agenda and deal with Item #5 as Item #1, or leave it on the Agenda as Item #5 and deal with it at that point.

**Cantu moved to reorder the agenda to move item # 5, to #1 and renumber the remainder of the Agenda appropriately, Scott seconded the motion, motion passed unanimously.**

**MINUTES:** Scott moved to accept the minutes of February 7, 2023, Cantu seconded the motion. The motion passed unanimously.

**Public Hearing(s):**

**4. ANNEX 23-002: ANNEXATION/INITIAL ZONING. R1 Single Dwelling Residential for 0.019 acres.**

**Applicant: Ryan Singleton, Connect Engineering, 2295 N. Yellowstone, Idaho Falls, Idaho.**

This annexation consists of a parcel that is 830 square feet, .019 acres and this annexation is required as they are in the process of developing an additional division of Sandcreek Estates and in order to dedicate the correct width of right of way, they need more land. The developer has entered into negotiations with the property owner and is going to purchase the land they are annexing and if this annexation is approved the land will be relinquished to the City as right of way.

Wimborne clarified that Singleton is representing the developer. Singleton (Connect Engineering) is working with the developer and the existing land they are developing has an access that leads from 15<sup>th</sup> East back into the development and the width is not wide enough to provide the roadway profile that the City requires and provide the right of way width. They had to approach the landowner and purchase 2.5 feet of width to use the entrance that the parcel is provided to get the adequate cross section.

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

Wimborne asked if category A is requested by the property owner, but the developer doesn't own the property. Foster stated that there is a legal affidavit the property owner signs giving Connect Engineering permission to act on their behalf.

Ihler asked if this tiny piece will be its own weird parcel. Foster stated it will become part of the right of way.

Scott asked to be oriented north and south. Foster stated that 15<sup>th</sup> East runs north and south, and Sandcreek Subdivision is 1.25 miles south of town, just north of Sandy Downs, West of Dunes Subdivision.

Wimborne opened the public hearing.

No one appeared in support or opposition.

Wimborne closed the public hearing.

**Storer moved to recommend to the Mayor and City Council approval of the Annexation of .019 acres of Right of Way east of 15<sup>th</sup> East and South of Sand Creek, Division 2, with initial zoning of R1, Ogden seconded the motion. Wimborne called for roll call vote: Geddes, yes; Cantu, yes; Ihler, yes; Wimborne, yes; Storer, yes; Scott, yes; Ogden, yes. The motion passed unanimously.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.019 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,  
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.019 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

---

Corrin Wilde, City Clerk

(SEAL)

## LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4 OF TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4 OF T. 1 N., R. 38 E., B.M. (FROM WHICH THE NORTHWEST CORNER BEARS N 00°02'46" E 2644.04'); THENCE N 00°02'46" E 912.94' ALONG THE WEST LINE OF SAID SECTION 4; THENCE S 89°57'14" E 65.12' TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°12'52" E 170.54' ALONG THE NORTH BOUNDARY OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE COMMON BOUNDARY WITH THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363 TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638;

THENCE S 00°47'47" E 2.50' ALONG THE EAST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE WEST BOUNDARY OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363;

THENCE S 89°12'52" W 140.54';

THENCE S 44°13'23" W 28.29';

THENCE S 89°12'52" W 10.00' TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499;

THENCE N 00°46'06" W 22.50' ALONG THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638, THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF CITY OF IDAHO FALLS ORDINANCE No. 3499 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.019 ACRES MORE OR LESS.

Submitted by:

Eng/Survey Firm Name: GLOBAL LAND WORKS

Contact Name: CARDON PAYNE

Phone Number: 208.242.8753

Email: GLOBALLANDWORKS@GMAIL.COM

Page      of     

PLS Seal:

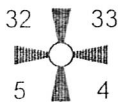


ANNEXATION TO THE CITY OF IDAHO FALLS

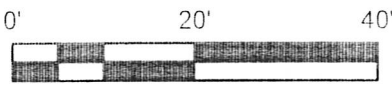
PART OF THE NORTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN  
BONNEVILLE COUNTY, IDAHO

ANNEXATION  
ORDINANCE

# \_\_\_\_\_



N 00°02'46" E 2644.04'  
912.94'



CENTERLINE OF 15TH EAST

CITY OF IDAHO FALLS  
ANNEXATION  
ORDINANCE No. 3499

S 89°57'14" E  
65.12'

40.00'

N 00°46'06" W  
22.50'

POINT OF BEGINNING

S 44°13'23" W  
28.29'

S 89°12'52" W  
10.00'

CITY OF IDAHO FALLS ANNEXATION  
ORDINANCE No. 3363

N 89°12'52" E 170.54'

S 89°12'52" W 140.54'

NOT ANNEXED

S 00°47'47" E  
2.50'

CITY OF IDAHO FALLS  
ANNEXATION  
ORDINANCE No. 3363

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4 OF TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4 OF T. 1 N., R. 38 E., B.M. (FROM WHICH THE NORTHWEST CORNER BEARS N 00°02'46" E 2644.04'); THENCE N 00°02'46" E 912.94' ALONG THE WEST LINE OF SAID SECTION 4; THENCE S 89°57'14" E 65.12' TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°12'52" E 170.54' ALONG THE NORTH BOUNDARY OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE COMMON BOUNDARY WITH THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363 TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638;

THENCE S 00°47'47" E 2.50' ALONG THE EAST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE WEST BOUNDARY OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363;

THENCE S 89°12'52" W 140.54';

THENCE S 44°13'23" W 28.29';

THENCE S 89°12'52" W 10.00' TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499;

THENCE N 00°46'06" W 22.50' ALONG THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638, THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF CITY OF IDAHO FALLS ORDINANCE No. 3499 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.019 ACRES MORE OR LESS.



1823 East Center Street, Pocatello, Idaho 83201 Phone: 208.242.8753  
globallandworks@gmail.com globallandworks.com

ANNEXATION EXHIBIT

Drawn By:	C. PAYNE	Scale:	1" = 20'
Date:	02/02/2023	Project:	22025

Sheet: 1 OF 1

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

### **ANNEXATION OF APPROXIMATELY 0.019 ACRES OF RIGHT OF WAY EAST OF 15<sup>TH</sup> E, AND SOUTH OF SAND CREEK ESTATES DIVISION 2**

**WHEREAS**, the applicant filed an application for annexation on February 2, 2023; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 7, 2023; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 29, 2023; and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.019 acres of right of way, east of 15<sup>th</sup> E and south of Sand Creek Estates, Division 2.
3. This property is in the Area of Impact and contiguous to City limits along the north property lines.
4. This application is a Category “A” annexation.
5. The annexed right of way runs perpendicular to 15<sup>th</sup> E and provides additional right of way to Sand Creek Estates.
6. Idaho Falls Planning and Zoning Commission recommended approval of annexation.

#### **II. DECISION**

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 23-190

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Tuesday, June 20, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of R1, Single Dwelling Residential, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East.

## Council Action Desired

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

1. Approve the Ordinance establishing the initial zoning for R1, Single Dwelling Residential as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of R1, Single Dwelling Residential and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of R1, Single Dwelling Residential which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 0.019 acres of the Sand Creek Estates Division 2 Right-of-way, A Portion of the NW ¼ of Section 4, Township 1 North, Range 38 East. The Planning and Zoning Commission considered this item at its March 7, 2023, meeting and unanimously voted to recommended approval of the annexation with initial zonings of R1. Staff concurs with this recommendation.

## Alignment with City & Department Planning Objectives





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

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

N/A

**Legal Review**

These actions have been reviewed by the City Attorney Department pursuant to applicable State statute.

<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

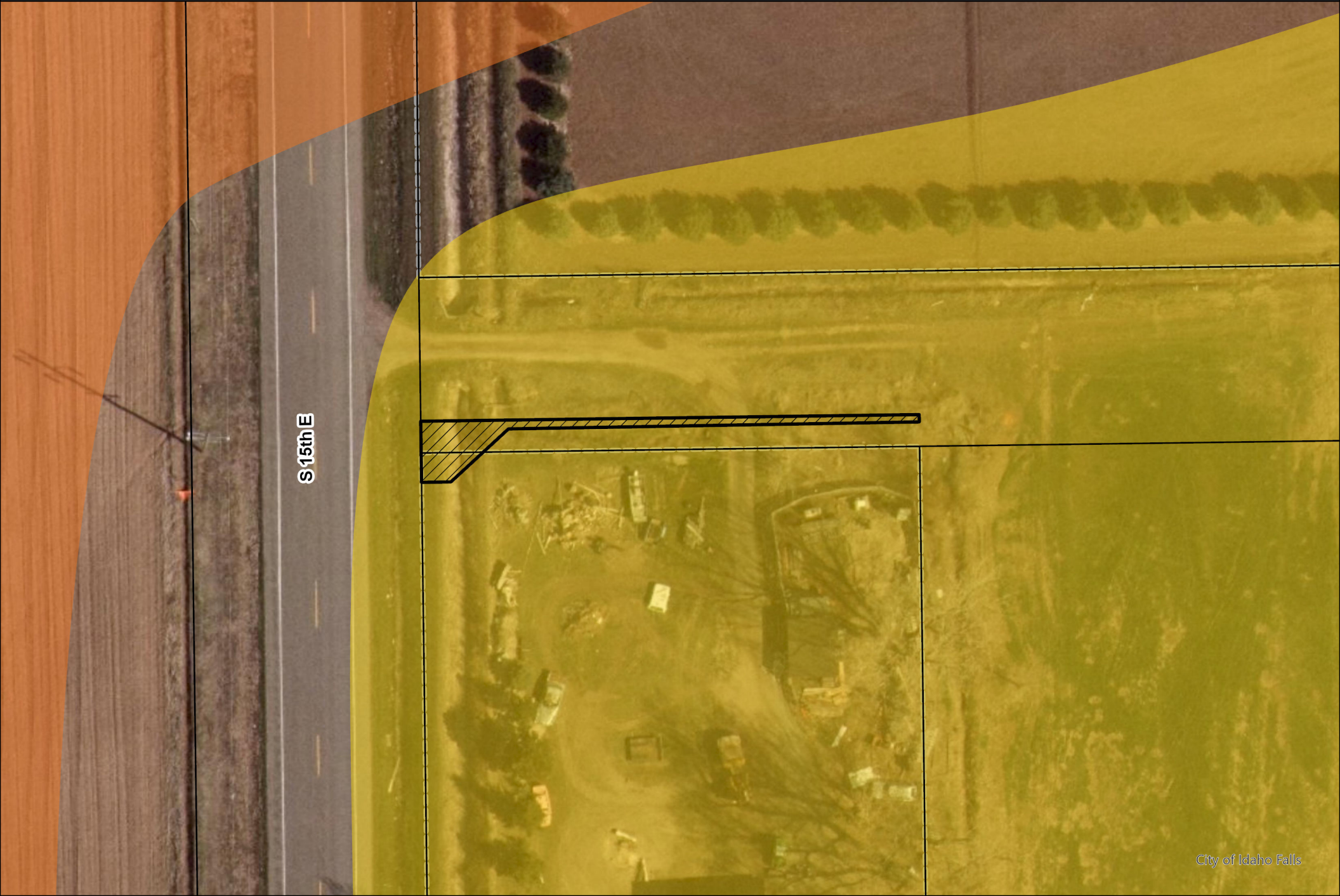








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.019 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE DWELLING RESIDENTIAL; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R1 for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Suburban”; and

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on March 7, 2023, and recommended approval of zoning the subject property to R1; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 29, 2023.

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

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

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as R1.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R1, Single Residential Dwelling” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO  
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.019 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1, SINGLE RESIDENTIAL DWELLING ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Corrin Wilde, City Clerk



## LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4 OF TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4 OF T. 1 N., R. 38 E., B.M. (FROM WHICH THE NORTHWEST CORNER BEARS N 00°02'46" E 2644.04'); THENCE N 00°02'46" E 912.94' ALONG THE WEST LINE OF SAID SECTION 4; THENCE S 89°57'14" E 65.12' TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°12'52" E 170.54' ALONG THE NORTH BOUNDARY OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE COMMON BOUNDARY WITH THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363 TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638;

THENCE S 00°47'47" E 2.50' ALONG THE EAST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE WEST BOUNDARY OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363;

THENCE S 89°12'52" W 140.54';

THENCE S 44°13'23" W 28.29';

THENCE S 89°12'52" W 10.00' TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499;

THENCE N 00°46'06" W 22.50' ALONG THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638, THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF CITY OF IDAHO FALLS ORDINANCE No. 3499 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.019 ACRES MORE OR LESS.

Submitted by:

Eng/Survey Firm Name: GLOBAL LAND WORKS

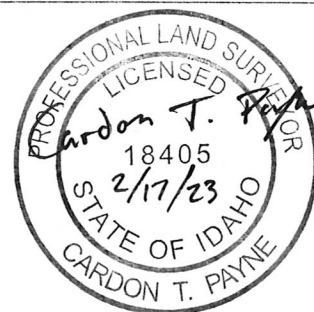
Contact Name: CARDON PAYNE

Phone Number: 208.242.8753

Email: GLOBALLANDWORKS@GMAIL.COM

Page      of     

PLS Seal:

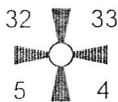


ANNEXATION TO THE CITY OF IDAHO FALLS

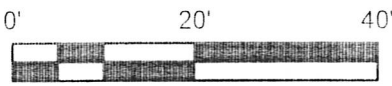
PART OF THE NORTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN  
BONNEVILLE COUNTY, IDAHO

ANNEXATION  
ORDINANCE

# \_\_\_\_\_



N 00°02'46" E 2644.04'  
912.94'



CENTERLINE OF 15TH EAST

CITY OF IDAHO FALLS  
ANNEXATION  
ORDINANCE No. 3499

S 89°57'14" E  
65.12'

40.00'

N 00°46'06" W  
22.50'

POINT OF BEGINNING

S 44°13'23" W  
28.29'

S 89°12'52" W  
10.00'

CITY OF IDAHO FALLS ANNEXATION  
ORDINANCE No. 3363

N 89°12'52" E 170.54'

S 89°12'52" W 140.54'

NOT ANNEXED

S 00°47'47" E  
2.50'

CITY OF IDAHO FALLS  
ANNEXATION  
ORDINANCE No. 3363

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4 OF TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, STATE OF IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4 OF T. 1 N., R. 38 E., B.M. (FROM WHICH THE NORTHWEST CORNER BEARS N 00°02'46" E 2644.04'); THENCE N 00°02'46" E 912.94' ALONG THE WEST LINE OF SAID SECTION 4; THENCE S 89°57'14" E 65.12' TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°12'52" E 170.54' ALONG THE NORTH BOUNDARY OF LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE COMMON BOUNDARY WITH THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363 TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638;

THENCE S 00°47'47" E 2.50' ALONG THE EAST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 AND THE WEST BOUNDARY OF THE CITY OF IDAHO FALLS ANNEXATION ORDINANCE No. 3363;

THENCE S 89°12'52" W 140.54';

THENCE S 44°13'23" W 28.29';

THENCE S 89°12'52" W 10.00' TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638 ALSO BEING THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF THE CITY OF IDAHO FALLS ORDINANCE No. 3499;

THENCE N 00°46'06" W 22.50' ALONG THE WEST BOUNDARY OF THE LANDS DESCRIBED IN DEED INSTRUMENT No. 1277638, THE EAST RIGHT-OF-WAY OF 15TH EAST AND THE EAST BOUNDARY OF CITY OF IDAHO FALLS ORDINANCE No. 3499 TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.019 ACRES MORE OR LESS.



1823 East Center Street, Pocatello, Idaho 83201 Phone: 208.242.8753  
globallandworks@gmail.com globallandworks.com

ANNEXATION EXHIBIT

Drawn By:	C. PAYNE	Scale:	1" = 20'
Date:	02/02/2023	Project:	22025

Sheet: 1 OF 1

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**  
**INITIAL ZONING OF R1, SINGLE DWELLING RESIDENTIAL, APPROXIMATELY**  
**0.019 ACRES OF RIGHT OF WAY EAST OF 15<sup>TH</sup> E AND SOUTH OF SAND CREEK,**  
**DIVISION 2**

**WHEREAS**, the applicant filed an application for annexation on February 2, 2023; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 7, 2023; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 29, 2023; and

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

**I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.019 acres of right of way perpendicular to 15<sup>th</sup> E to include additional right of way to Sand Creek Division 2.
3. The proposed zoning of R1, Single Dwelling Residential, is consistent with the policies of the Comprehensive Plan and existing zoning and land uses in the area.
4. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property of R1, Single Dwelling Residential.

**II. DECISION**

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 23-185

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Friday, June 16, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Quasi-judicial Public Hearing-Rezone from R3A, Residential Mixed Use with a PUD, Planned Unit Development overlay to R3A, Residential Mixed Use, Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards on approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat

## Council Action Desired

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

1. Approve the Ordinance Rezoning approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat from R3A with PUD Overlay to R3A, under suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from R3A with PUD Overlay to R3A 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 Rezoning from R3A with PUD Overlay to R3A, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards for approximately 2 acres for Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended Plat. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and voted unanimously to recommend approval to the Mayor and City Council as presented.

## Alignment with City & Department Planning Objectives



The rationale for rezoning must be consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

**Interdepartmental Coordination**

N/A

**Fiscal Impact**

N/A

**Legal Review**

The application and ordinance have been reviewed by the City Attorney's Office pursuant to applicable law.



RE

R1

TN

R3

PB

LC

R&D

I&M

RP

R2

RMH

R3A

CC

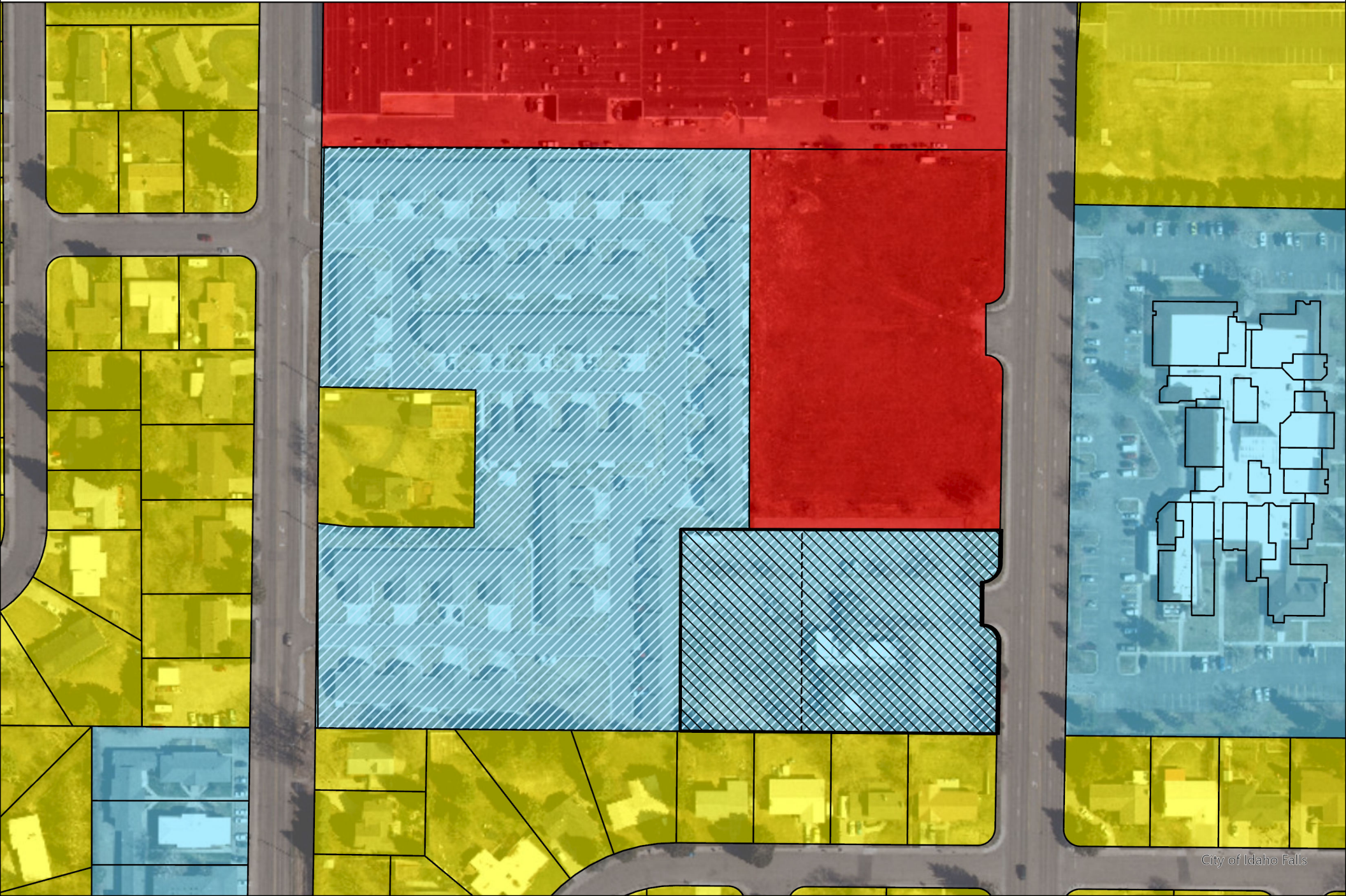
HC

LM

P

Planned Unit Development

N

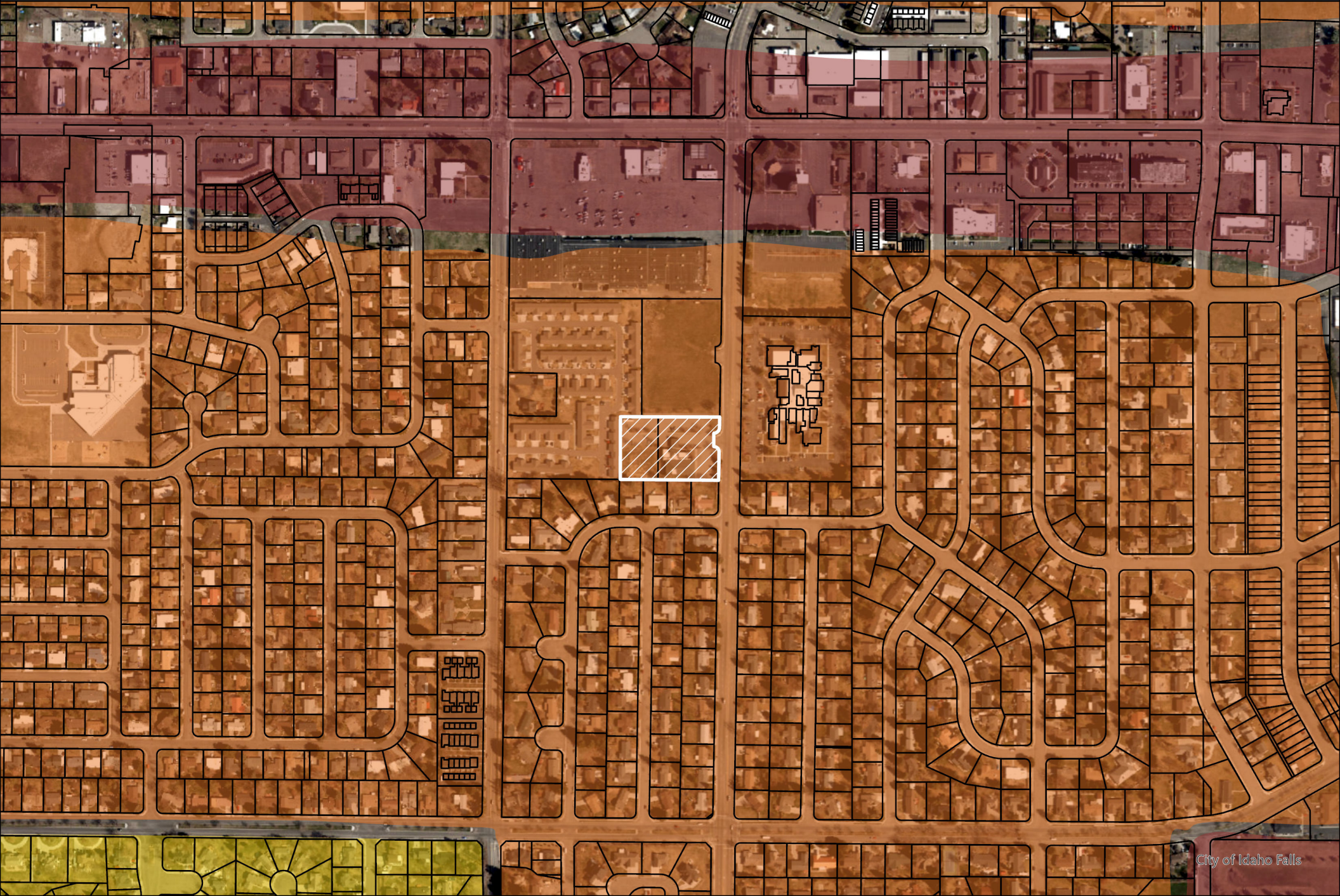








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





STAFF REPORT  
**REZONE FROM R3A, RESIDENTIAL MIXED USE WITH THE PUD,  
 PLANNED UNIT DEVELOPMENT OVERLAY TO R3A, REMOVE THE PUD  
 OVERLAY ZONE**  
**Lots 23 and 24, Block 1, Lorin C Anderson Addition Div 1, Fourth Amended**  
**June 29, 2023**



Community  
Development  
Services

**Applicant:** Horrocks  
Engineers

**Project Manager:** Naysha  
Foster

**Location:** Generally located  
north of Parley St, east of St  
Clair Ave, south of E 17<sup>th</sup> St,  
west of Woodruff Ave

**Size:** 2 acres

**Existing Zoning:**

Site: R3A/PUD  
Overlay

North: R3A & LC

South: R1

East: R3A

West: R3A

**Existing Land Uses:**

Site: Commercial

North: Apartments

South: Single-Dwelling  
Residential

East: Multi-Dwelling

West: Commercial

**Future Land Use Map:**

**Attachments:**

1. Zoning Ordinance  
Information
2. Comprehensive Plan  
Policies
3. Maps and aerial photos

**Requested Action:** To approve the rezone from R3A with the PUD  
overlay zone to R3A with the removal of the PUD overlay zone.

**History:** This property was annexed, zoned, and platted in 1976.  
The initial zone was R-3A. In 1987 the PUD overlay zone was  
added because a PUD was presented at that time for a much larger  
area, including the property to the north and west. That PUD was  
never built, and the PUD expired. A PUD was approved in 2004 for  
this same larger area, but only the existing office building within  
this property was constructed. The larger PUD has since been  
broken into smaller pieces. In 2016 the property to the west  
developed a residential with a new and separate PUD. In 2020 the  
property to the north was rezoned to remove the PUD designation  
since the 1987 PUD had expired and was no longer valid.

**Staff Comments:** The property currently includes an office  
building and associated parking lot. This is the only structure to be  
built from the 2004 PUD and site plan, attached. The remainder of  
the PUD is not valid as it has been broken off into other  
developments. Since 2004 the City's PUD requirements have  
changed making this property nonconforming, with regard to the  
PUD. This property can't develop under the current PUD standards  
as they are specific to residential and master planned developments.  
It is necessary to remove the PUD to allow for development of the  
existing pad site. By removing the PUD overlay zone the developer  
would be allowed to develop the property according to just the R3A  
standard rather than what was approved as the original PUD. The  
developer would not be required to conform to current PUD  
standards.

**Staff Recommendation:** Staff has reviewed the requested zone  
change and finds it is consistent with the Comprehensive plan and  
surrounding zoning and land use. Staff recommends approval of the  
zone change from R3A with the PUD Overlay Zone to R3A with  
the removal of the PUD Overlay Zone.

## Comprehensive Plan Policies:

### Rezoning

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

<b>Criteria for Rezoning Section 11-6- 5(I) of Ordinance</b>	<b>Staff Comment</b>
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	X
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	N/A
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	N/A
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	None
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	None
<b>Zoning Application Questions:</b>	<b>Applicant's Response:</b>
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	The property is under the General Urban Transect in the Comp Plan- this allows for a mix of commercial services within a residential area which is consistent with the underlying R3A zoning designation.
What changes have occurred in the area to justify the request for rezone?	The historical PUD for this property was established in 2004 with a master development plan and the intent to develop the surrounding property to the north and west. Since then the property to the north and west has been developed separately and did not include Lot 23 and 24 of this subdivision. As a result, this property is not longer applicable or functional as part of the historical PUD. The Underlying zoning designation of

	R3A still applies and the developer is entitled to this land use. Furthermore, the rezone simply seeks to remove the PUD overly and maintain the historical R3A zoning designation. Discussion with the city staff is consistent with this approach to remove this dilapidated PUD for this property.
Are there existing land uses in the area similar to the proposed use?	According to the current zoning map the adjacent existing land use to the west is multifamily development. Both of which are similar residential uses allowed in an R3A zone. To the south, the zone is single family residential (R1). Overall, the existing land use is the same as the proposed land use of R3A.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes, the proposed use will need to comply with the R3A zoning designation.

June 6, 2023

7:00 p.m.

Planning Department

Civic Center

**MEMBERS PRESENT:** Commissioners Margaret Wimborne, Marsha McDaniel, Forrest Ihler, Bill Scott, Glen Ogden

**MEMBERS ABSENT:** Scott Geddes, Kristi Brower, Arnold Cantu, Dale Storer,

**ALSO PRESENT:** Assistant Planning Director Kerri Beutler, Planners Naysha Foster, David Peterson and interested citizens.

**CALL TO ORDER:** Margaret Wimborne called the meeting to order at 7:00 p.m.

**MINUTES:** McDaniel moved to accept the minutes of April 4, 2023, Scott seconded the motion. The motion passed unanimously.

**Public Hearing(s):**

**1. RZON 23-001: REZZONE. Rezone from R3A with a PUD overlay to R3A, Residential Mixed Use removing the PUD overlay for 2060 S. Woodruff Ave.**

**Applicant: Bryce Marsh, Horrocks Engineers, 2194 Snake River Parkway, Idaho Falls, Idaho.** Marsh is presenting a rezone application for a 2 Acre property off Woodruff south of 17<sup>th</sup> Street, across from medical imaging center east of the property. This property has an existing building and a vacant lot. Existing building has parking lot and utilities. The current property has a PUD with an underlying zone of R3A. Marsh gave history of site from the 80's when the PUD was not built and expired. In 2004 another site plan was approved just beyond this parcel, and the surrounding area has been developed separately from the subject property. This parcel was stripped from the overall master plan, and the PUD has been voided for this property. Applicant is asking for the removal of the PUD on the subject property and maintain the underlying R3A zoning. The zone is consistent with the Comprehensive Plan and surrounding land uses. Removal of the PUD would allow the property to move forward.

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

Wimborne referenced the letter from the neighbor with concerns that without the PUD there would not be the protections for the adjacent property owners. Foster stated that if they built anything in this spot, it wouldn't conform to the master PUD plan, so they couldn't build anything if the PUD remains. Wimborne clarified that the R3A zoning has nothing different. Foster agreed that if the PUD is removed, they can build anything in R3A zone, and with the PUD they can build nothing.

Wimborne opened the public hearing.

No one appeared in support or opposition.

Wimborne closed the public hearing.

Ogden has looked at this and feels it makes sense to remove the PUD to move the process forward.

**Ogden Moved to recommend to the Mayor and City Council approval of the Rezone from R3A with a PUD Overlay to R3A, Residential Mixed use removing the PUD Overlay for 2060 S. Woodruff Ave., as presented, Ihler seconded the motion. Wimborne called for roll call vote: McDaniel, yes; Ogden, yes; Ihler, yes; Wimborne, yes; Scott, yes. The motion passed unanimously.**



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF TWO ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3A, RESIDENTIAL MIXED USE WITH THE PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE TO REMOVE THE PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is R3A, Residential Mixed Use with the PUD overlay zone to remove the PUD overlay zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “General Urban”; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 6, 2023, and recommended approval of zoning the subject property to R3A without the PUD overlay Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on June 29, 2023.

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

**SECTION 1: LEGAL DESCRIPTION:**

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Two acres, Lot 23 and 24, Block 1, Lorin C Anderson Addition Division 1, Fourth Amended

**SECTION 2. Zoning.** That the property described in Section 1 of this Ordinance be and the same hereby is zoned “R3A Zone” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO  
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF TWO ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R3A WITH THE PUD OVERLAY, TO R3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

\_\_\_\_\_  
Corrin Wilde, City Clerk

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

**ZONE CHANGE FROM R3A, RESIDENTIAL MIXED USE WITH A PUD, PLANNED UNIT DEVELOPMENT OVERLAY, TO REMOVE THE PUD, PLANNED UNIT DEVELOPMENT OVERLAY ZONE, APPROXIMATELY TWO ACRES, GENERALLY LOCATED NORTH OF PARLEY ST, EAST OF SAINT CLAIR AVE, SOUTH OF E 17<sup>TH</sup> ST, AND WEST OF S WOODRUFF AVE OR 2060 S WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for a rezone on March 22, 2023; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 6, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 29, 2023; and

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

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to City of Idaho Falls Comprehensive Plan, City of Idaho Falls Zoning Ordinance, City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 2 acres generally located north of Parley St, east of St Clair Ave, south of E 17<sup>th</sup> St, and west of S Woodruff Ave or 2060 S Woodruff Ave.
3. The Comprehensive Plan designates this area as General Urban.
4. The proposed zoning of R3A without the PUD Overlay is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
5. Rezoning the property to remove the PUD Overlay zone will allow the property to be developed as under the current R3A standards without the additional requirements as set forth in the PUD development standards.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning the property to remove the PUD Overlay zone.

### **II. DECISION**

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 23-186

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Friday, June 16, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(W)10, Standard for Allowed Land Uses, Planned Unit Development, Amenities.

## Council Action Desired

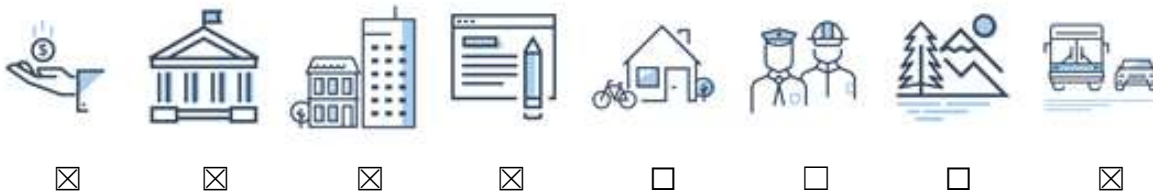
☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

To approve the Ordinance amending amenities in a Planned Unit Development under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

## Description, Background Information & Purpose

On June 6, 2023, the Planning and Zoning Commission unanimously voted to recommend approval of the amendment as presented. The nature of the amendments is captured in the attached staff report.

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

CDS has worked with the City Attorney's office on the drafting of the ordinance.

## Fiscal Impact

NA

## Legal Review

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

**STAFF REPORT**  
**Amend the Comprehensive Zoning Code to include Additional Standards**  
**for PUD Amenities**  
**June 29, 2023**



Community  
Development  
Services

**Project Manager:**  
Naysha Foster

**Attachments:**  
 1. Current PUD Standards for Amenities  
 2. Proposed PUD Standards for Amenities

**Requested Action:** To approve the proposed changes to the standards for amenities within a Planned Unit Development (PUD).

**Staff Comments:**

The intent of the PUD regulations is to:

- (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
- (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
- (c) Achieve a compatible land use relationship with the surrounding area.
- (d) Promote redevelopment and reuse of previously developed property.
- (e) Encourage development of vacant properties within developed areas.
- (f) Provide usable and suitably located common space, recreation facilities or other public/common facilities.
- (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
- (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
- (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
- (j) Ensure appropriate phasing of development and amenities.
- (k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances

The purpose of a PUD was to allow the development additional flexibility in meeting some zoning standards in exchange for the development providing for higher level of design and use of the property. An example of this would be allowing for greater densities, smaller setbacks and reduced private space in exchange for enhanced common spaces in the form of amenities.

There have been some questions, regarding minimum standards for amenities in past PUDs, and whether they represent the higher level of development the PUD is trying to achieve. Some examples of questionable amenities have been dog parks and outdoor areas that just propose a picnic table, and playgrounds. What is being proposed technically meets the minimum standards, but staff questions if we should meet a higher standard or provide some clarification to what is met. Staff has come up with suggestions for more detailed standards to resolve issues and create amenities residents will want to use.

**Staff Recommendation:** Staff incorporated the suggestions from the Planning and Zoning Commission from the work meeting in February and recommends approval of the proposed amendment.

See the Current and proposed standards on the next page.

CURRENT LANGUAGE:

11-2-6 (PUD)

(9) Common Space

(b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities

(10) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

(i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.

(ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.

(iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.

(iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.

(v) A drainage facility developed with additional physical amenities beyond open space.

(vi) Similar amenities which reflect the purposes of this Section as approved.

PROPOSED LANGUAGE:

11-2-6 (PUD)

(9) Common Space

(b) Common space may include an outdoor space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities. Usable outdoor space shall be outdoor areas on the ground, deck or patio, gazebo or pavilion designed and accessible for outdoor living, recreation or park-like facilities and shall include landscaping. Usable space shall not include parking areas or communal facilities of a non-recreational nature.

(10) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

(a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50)



residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.

(b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

(c) PUDs shall provide at least one (1) of the following amenities:

(i) Private or public indoor or outdoor recreational facility, such as a swimming pool, hot tub, theater room, gym, ball courts, or commercial playground equipment featuring a minimum of three different functions, i.e. slide, swing set and climbing wall. ~~in scale with the development.~~

(ii) Private or public plaza, pedestrian mall, community garden area which includes irrigation and planting beds, ~~garden, arboretum,~~ outdoor kitchen facilities, shade structures such as pavilions, ~~square~~ or other similar open space for social gatherings.

(iii) Public access to or additions to the greenbelt, bike lanes, neighborhood park systems or other public open space or enhanced pedestrian connections to City pathway system, adjacent employment and shopping centers.

(iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.

(v) A drainage facility developed with additional permanently affixed physical amenities beyond open space.

(vi) A dog park. Dog parks must be completely fenced and shall include pet waste stations, trash cans, benches or picnic tables and a minimum of one of the following: wash station, grooming tables, or agility training equipment.

(vii) Similar amenities which reflect the purposes of this Section as approved by City Council.

June 6, 2023

7:00 p.m.

Planning Department

Civic Center

**MEMBERS PRESENT:** Commissioners Margaret Wimborne, Marsha McDaniel, Forrest Ihler, Bill Scott, Glen Ogden

**MEMBERS ABSENT:** Scott Geddes, Kristi Brower, Arnold Cantu, Dale Storer,

**ALSO PRESENT:** Assistant Planning Director Kerri Beutler, Planners Naysha Foster, David Peterson and interested citizens.

**CALL TO ORDER:** Margaret Wimborne called the meeting to order at 7:00 p.m.

**MINUTES:** McDaniel moved to accept the minutes of April 4, 2023, Scott seconded the motion. The motion passed unanimously.

**Public Hearing(s):**

**2. RZON 23-002: REZON. Amendment to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(W)10, Standard for Allowed Land Uses, Planned Unit Development Amenities**

**Applicant: City**

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

Foster indicated that yellow is things they want to add, and crossed out is to remove. Foster stated that they tried to implement things the Commissioners wanted during the work session.

Wimborne asked about section I when discussing the playground equipment with 3 functions. Foster stated that they had one PUD where the amenity was a little spring rider for toddlers, and they decided that if the amenity had 3 different functions it would be useable for all ages.

Wimborne opened the public hearing.

No one appeared in support or opposition.

Wimborne closed the public hearing.

**Scott moved to recommend to the Mayor and City Council approval of the Amendments to Title 11, Comprehensive Zoning Ordinance, Section 11-2-6(W)10, Standard for Allowed Land Uses, Planned Unit Development, Amenities, Ogden seconded the motion. Wimborne called for roll call vote: McDaniel, yes; Ogden, yes; Ihler, yes; Wimborne, yes; Scott, yes. The motion passed unanimously.**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING SECTION 11-2-6 (W), WITH LANGUAGE FOR PLANNED UNIT DEVELOPMENTS CONSISTENT WITH THE COMPREHENSIVE PLAN AND WITH OTHER CITY CODE PROVISIONS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the Comprehensive Zoning Ordinance to promote the health, safety, peace; convenience and general welfare of the inhabitants of the City by implementing the goals and policies of the City’s Comprehensive Plan; and

WHEREAS, the City desires for the standards of the City Zoning Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, City Planning Division staff has determined there are updates needed to improve the consistency and clarity of the Zoning Code; and

WHEREAS, the Ordinance includes changes to the definitions and amenities for the Planned Unit Development (“PUD”) standards in Section 11-2-6 (W) of the Zoning Code; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve the proposed amendments of the Code on June 29, 2023.

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

**SECTION 1:** Section 11-2-6 (W) of the City Code of Idaho Falls Idaho is hereby amended as follows:

...

(9) Common Space.

...

(b) Common space may include an outdoor space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities. Usable outdoor space shall include outdoor areas on the ground, deck or patio, gazebo or pavilion designed and accessible for outdoor living, recreation or park-like facilities and shall include landscaping. Usable outdoor space shall not include parking areas or communal facilities of a non-recreational nature.

(10) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:

- (a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.
- (b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.
- (c) PUDs shall provide at least one (1) of the following amenities:
  - (i) Private or public indoor or outdoor recreational facility, such as a swimming pool, hot tub, theater room, gym, ball courts, or commercial playground equipment featuring a minimum of three (3) different functions, i.e. slide, swing set and climbing wall. ~~in scale with the development.~~
  - (ii) Private or public plaza, pedestrian mall, community garden area which includes irrigation and planting beds, garden, arborum, outdoor kitchen facilities, shade structures such as pavilions, square or other similar open space for social gatherings.
  - (iii) Public access to or additions to the greenbelt, bike lanes, neighborhood park systems or other public open space or enhanced pedestrian connections to City pathway system, adjacent employment and shopping centers.
  - (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
  - (v) Drainage facility developed with additional permanently affixed physical amenities beyond open space.
  - (vi) Dog park. Dog Parks must be completely fenced and shall include pet waste stations, trash cans, benches or picnic tables and a minimum of one of the following: wash station, grooming tables, or agility training equipment.
  - (vii) Similar amenities which reflect the purposes of this Section, as approved by the Council.

...

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 3.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 4.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO  
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING SECTION 11-2-6 (W), WITH LANGUAGE FOR PLANNED UNIT DEVELOPMENTS CONSISTENT WITH THE COMPREHENSIVE PLAN AND WITH OTHER CITY CODE PROVISIONS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)