



# City Council Agenda

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City of Idaho Falls  
Regular Council Meeting  
680 Park Avenue

**Thursday**  
**August 24, 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, proper 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

680 Park Avenue  
Idaho Falls, ID 83402

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Thursday, August 24, 2023

7:30 PM

City Council Chambers

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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.**

A 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) 2023-2025 EICAP Energy Efficiency Agreement **23-231**

**Attachments:** Agreement - IFP and EICAP 8.9.23.pdf

**B. Public Works**

- 1) Bid Award - 15th Street and Lee Avenue Storm Drain Improvements **23-240**

**Attachments:** SDN-2023-28 Title Page

**C. Office of the City Clerk**

- 1) Minutes from Council Meetings **23-236**

**Attachments:** 2023 0810 City Council - Unapproved

- 2) License Applications, all carrying the required approvals

**Action Item:**

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

5. **Regular Agenda.**

**A. Public Works**

- 1) Agreement with the Local Highway Technical Assistance Council (LHTAC) for replacing the Emerson Bridge over the Butte Arm Canal **23-241**

Attached for your consideration is an Agreement with LHTAC to replace the Emerson Bridge over the Butte Arm Canal. The proposed project is part of the Leading Idaho Bridge Program.

**Action Item:**

Approve the Agreement with LHTAC for replacing the Emerson Bridge over the Butte Arm Canal and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate).

**Description, Background Information & Purpose**

**Attachments:** LHTAC Agreement for Emerson Bridge

- 2) Agreement with the Local Highway Technical Assistance Council (LHTAC) for replacing the 65th North Bridge over the Idaho Canal 23-244

Attached for your consideration is an Agreement with LHTAC to replace the 65th North Bridge over the Idaho Canal. The proposed project is part of the Leading Idaho Bridge Program.

**Action Item:**

Approve the Agreement with LHTAC for replacing the 65th North Bridge over the Idaho Canal and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**Attachments:** LHTAC Agreement for 65th North Bridge

- 3) Easement Vacation - First Amended Snake River Landing Addition, Division 15 23-245

The owner of the property has requested vacation of the power line easement, Instrument No. 672919, depicted within Exhibit A of the Ordinance. Staff and Idaho Falls Power have reviewed the vacation request and recommend approval.

**Action Item:**

Approve the easement vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

**Attachments:** Ordinance

**B. Municipal Services**

- 1) Adoption of the 2023/24 Fees, Including New Fees, and Fee Increases 23-233

The Public Hearing for the 2023/24 fees took place on Thursday, August 10, 2023, pursuant to Idaho Code §50-1002.

**Action Item:**

Adopt the 2023/24 fee resolution (or take other action deemed appropriate).

**Attachments:** Resolution 2023-2024 Fee Schedule Budgetdocx  
Exhibit A-Fee Schedule & Table of Contents

**2) Adoption of 2023/24 Fiscal Year Budget Ordinance 23-232**

The public hearing for the 2023/24 fiscal year budget took place on Thursday, August 10, 2023, pursuant to Idaho Code §50-1002.

**Action Item:**

Adopt the 2023/24 fiscal year budget in the amount of \$339,533,522 and approve the attached appropriations ordinance appropriating monies to and among various funds, under a suspension of the rules requiring three separate readings and request that it be read by title and published by summary (or consider the ordinance on the first reading and that it be read by title, reject the ordinance, or take other action deemed appropriate).

**Attachments:** 2023-2024 Budget Ordinance  
Ordinance

**3) Declare a Sole Source Expenditure and Ratify the Approval of the Repair of the Idaho Falls Civic Center for the Performing Arts Gala Orchestra Pit Lift Repair 23-234**

On Thursday, 10 August 2023, City Council approved the quote received from Gala Systems, Inc. for the repair the Gala Orchestra Pit Lift for a total of \$232,000. During the creation of the purchase order, it was noted that the Council request for action was not in compliance with Idaho Statute §67-2808 because it did not articulate the statutory justification as a sole source expenditure.

The repairs are immediately necessary to protect the Civic Center's Pit Lift and, as such, are an authorized sole source expenditure under Idaho Code § 67-2808(2)(a)(i). The City's Assistant Attorney has recommended additional City Council action to clarify the action taken on August 10 by the Council declaring that the expenditure is a sole source and that the purchase is necessary to address an immediate Idaho Statute 67-2808 and ratify Gala Systems, Inc., as a sole source to perform the repairs.

**Action Item:**

Declare that Gala Systems, Inc., is the only vender that can perform repairs necessary to protect the Idaho Falls Civic Center's Pit Lift and that the expenditure is immediately required to safeguard the Idaho Falls Civic Center for the Performing Arts operations and ratify the purchase order in the amount of \$232,000 (or take other action deemed appropriate).

**Attachments:** Idaho Falls Civic Center Gala Orchestra Pit Lift Repair 8.10.23  
Gala Orchestra Pit Damage Photos-Sample

**4) Declare a Response to an Emergency and Ratify Emergency Restoration Services at the Idaho Falls Civic Center for the Performing Arts 23-235**

On May 23, 2023, a rare and extreme rainstorm occurred and flooded the Civic basement causing a

significant public calamity and imminent risk to the safety of city employees and the public. At approximately 8:00 pm, city staff responded to the Civic Center and found over 5-feet of water had breached the outside door and flowed into the facility basement. Out of an abundance of caution, city staff contacted Public Works and Idaho Falls Power for assistance. With city staff on-site extracting water, it was determined more assistance would be necessary and city staff contacted restoration companies. Tobin Restoration was available and responded within an hour and worked alongside city staff throughout the evening to mitigate the water damage and safeguard the facility. An insurance claim was submitted and a tour of the damage was performed by the city's insurance provider, ICRMP. The claim was denied as an act of God and determined not to be covered.

**Action Item:**

Declare that the flooding of the Idaho Falls Civic Center was an emergency that necessarily demanded the immediate expenditure of public money pursuant to Idaho Statute §67-2808, and ratify the emergency restoration services performed by Tobin Restoration at the Idaho Falls Civic Center for the Performing Arts for a total of \$123,636.91 (or take other action deemed appropriate).

**Attachments:** CIVIC\_23-334\_EMS

IF Civic Center for the Performing Arts Emergency Restoration from  
May 23 2023 Storm Event  
Civic Water Damage Photos- Sample

**C. Community Development Services**

- 1) Legislative Public Hearing-Part 1 of 2 of the Annexation and Initial Zoning-Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East

**23-237**

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zoning of LC.

**Action Item:**

1. Approve the Ordinance annexing 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East, assign a Comprehensive Plan Designation of "Mixed-Use Center and Corridors", 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 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

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

- 2)**      Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres of the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East. **23-238**

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres of the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zonings of LC with the Controlled Development Airport Overlay Zone as presented. Staff concurs with this recommendation.

**Action Item:**

1. Approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



**Attachments:**    Zoning Map  
                         Aerial  
                         Comp Plan Map  
                         Airport Land Use.jpg  
                         Ordinance  
                         Exhibit A  
                         Map Exhibit.pdf  
                         Reasoned Statement

- 3)**      Final Plat, Development Agreement, and Reasoned Statement of  
            Relevant Criteria and Standards, Virlow Village Division 1

**23-239**

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Virlow Village Division 1. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council as presented. Staff concurs with this recommendation.

***Action Item:***

1. Approve the Development Agreement for the Final Plat for Virlow Village Division 1 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 Virlow Village Division 1 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 Virlow Village Division 1 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

- 6.      Announcements.**
- 7.      Adjournment.**

# Memorandum

File #: 23-231

City Council Meeting

**FROM:** Bear Prairie, General Manager  
**DATE:** Friday, August 11, 2023  
**DEPARTMENT:** Idaho Falls Power

## Subject

2023-2025 EICAP Energy Efficiency Agreement

## Council Action Desired

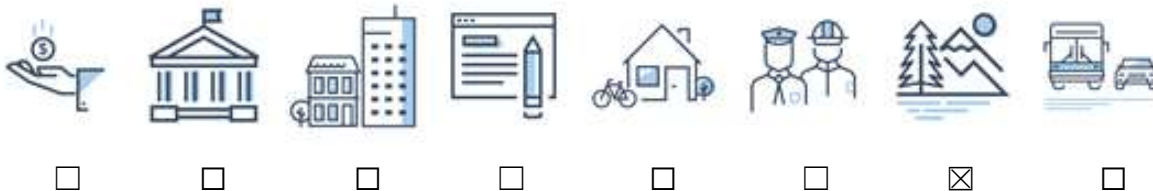
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Eastern Idaho Community Action Partnership (EICAP) agreement which provides for partnering on providing energy efficiency measures that target low income and at-risk households in our community for an amount not-to-exceed \$300,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Idaho Falls Power (IFP) has energy efficiency targets both internally and those tied to our Bonneville Power Administration power sales contract. This long-standing partnership with EICAP enables Idaho Falls Power to more effectively identify and work with our lower income customers.

## Alignment with City & Department Planning Objectives



This action supports our readiness for environmental sustainability, ensuring widespread adoption of energy efficiency and conservation measures which promote community sustainability objectives.

## Interdepartmental Coordination

n/a

## Fiscal Impact

This action will not impact the IFP budget.

## Legal Review

City Attorney Department has reviewed this agreement and concurs that it is appropriate.



AGREEMENT BETWEEN IDAHO FALLS POWER (IFP)  
AND EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP (EICAP)

This Agreement (the “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, and its Electric Light Division d/b/a Idaho Falls Power, (hereinafter “IFP”), whose mailing address is Box 50220, Idaho Falls, Idaho 83405, and EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP, (“EICAP” or “AGENCY”), whose mailing address is 935 E. Lincoln Road, Idaho Falls, Idaho 83401.

WITNESSETH:

WHEREAS, through a variety of forums, the Bonneville Power Administration (“BPA”) encouraged the participation of all stakeholders in the region to help shape the Energy Efficiency Post-2011 Public Process, consisting of two (2) phases, which was released as the “Energy Efficiency Post- 2011 Policy Framework” in August 2010. In short, the Policy Framework defines BPA’s post- 2011 role in meeting public power’s share of the conservation target set out in the Northwest Power and Conservation Council’s Sixth Power Plan and future power plans; and

WHEREAS, IFP has re-entered into the Energy Efficiency Agreement with BPA for the 2024-2025 rate period to provide energy efficiency to all of its customer base, including low income; and

WHEREAS, EICAP provides energy assistance and energy efficiency repairs to IFP customers who qualify as low income; and

WHEREAS, IFP desires to partner with EICAP and provide funding for BPA-approved energy efficiency measures to low income households in the IFP service area.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date. The terms of this Agreement shall apply to service provided during the time period between October 1, 2023, and September 30, 2025. This Agreement may be renewed by mutual written agreement of the Parties.
2. Services Provided by EICAP. EICAP (AGENCY) agrees to perform the services detailed in

Exhibit “A” of this Agreement.

3. Program. The Residential Low Income Weatherization Program (“Program”) is a program run in conjunction with BPA and IFP. The Program is designed to assist with the installation of certain electric energy saving weatherization measures in homes of low income IFP customers residing within the service territories of IFP. All funds shall be used to fund installation of BPA-qualified measures of low-income customers receiving service from participating utilities. AGENCY may use other funding to cover measures not covered by the BPA program. AGENCY shall take steps to ensure that only BPA program energy saving measures actually installed shall be reported to IFP.
4. Promotion and Printed Materials. All written materials, and the use of IFP’s name, designed to describe or promote the Program, shall be coordinated between AGENCY and IFP. Any use of IFP logo or name shall be approved by IFP.
5. Confidentiality. AGENCY shall keep all IFP customer information to which it may gain access to confidential and shall use it only for performance of its obligations under this Agreement.

AGENCY shall not release such member information to any third party without prior written permission from IFP. AGENCY shall treat member information as confidential information and shall mark it as such in its filing system. If AGENCY uses any consultants or subcontractors to perform any of its obligations under this Agreement, the recipients must abide by this same confidentiality provision.

6. Payment. IFP shall pay AGENCY the allowable BPA incentive payment for the measures installed plus seven point five percent (7.5%) for AGENCY administrative costs. Prime window replacements shall be paid at cost, up to the maximum reimbursement rate of forty-five dollars a square foot (\$45 sq. /ft.) of glazing. An itemized invoice shall be submitted for payment.

AGENCY is responsible for collecting from the customer any additional funds for work performed that are not covered by the BPA willingness-to-pay provisions. AGENCY is required to review this with the utility customer and AGENCY shall acquire prior written acknowledgement from the utility customer prior to beginning the installation of measures.

7. Budget. IFP shall commit three hundred thousand dollars (\$300,000) to reimburse AGENCY for BPA approved low-income weatherization measures installed in participating utilities low-income customer homes. This includes the cost for AGENCY administration fees.
8. Insurance. Without limiting any liabilities or any other obligations of AGENCY, AGENCY shall, prior to commencing work, secure and continuously carry with insurers, and shall provide evidence of such coverage to IFP, the following insurance coverage:
  - a. Commercial General Liability Insurance with a minimum single limit of one million dollars (\$1,000,000).



- b. Business Automobile Liability Insurance with a minimum single limit of one million dollars (\$1,000,000) for bodily injury and property damage, with respect to AGENCY's vehicle, whether owned, hired or non-owned, assigned to, or used in the performance of the work.
- 9. Workers Compensation. AGENCY shall comply with all applicable workers compensation acts in the State of Idaho, and shall furnish proof thereof satisfactory to IFP prior to commencing work.
- 10. Indemnification. AGENCY specifically and expressly agrees to defend, indemnify and hold harmless IFP and agents (collectively "Indemnitees") against and from any and all losses, claims, demands, suits or costs and damages of every description, including attorney's fees, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AGENCY, its employees, agents or representatives in the performance or nonperformance of AGENCY's obligations under this Agreement, or in any way related to this Agreement.

AGENCY's indemnity obligation under this article shall not extend to any liability caused by the sole negligence of any or the Indemnitees.

- 11. Independent Contractor. AGENCY is an independent contractor, and all persons employed by AGENCY in connection herewith shall be employees of AGENCY and not employees of IFP in any respect.
- 12. Entire Agreement. This Agreement includes all of the following:
  - a. Exhibit A; and
  - b. 2016 Residential Weatherization Specifications:  
[https://www.bpa.gov/EE/Sectors/Residential/Documents/Wx\\_Specifications\\_2016.pdf](https://www.bpa.gov/EE/Sectors/Residential/Documents/Wx_Specifications_2016.pdf);  
and
  - c. BPA's Implementation Manual (10/1/2023) Residential Section.

Attached hereto (which are incorporated herein by this reference and as part of this Agreement), contains the entire understanding between IFP and AGENCY on this subject and supersedes any prior written or oral agreements or understanding. There are no oral understandings or representations outside this Agreement on this subject matter. This Agreement may be amended or modified by either party upon thirty (30) days written notice from one party or the other. The provisions of Sections 5 through 12 of this Agreement shall survive the termination of this Agreement.

- 13. Termination. This Agreement shall be in effect from execution until September 30, 2025, but may be renewed by written agreement by both parties. This Agreement may be terminated by either party upon thirty (30) days prior written notice from one party to the other. The provisions of Section 5 through 12 of this Agreement shall survive the termination of this

Agreement.

14. Assignment. AGENCY shall not assign this Agreement, or any part hereof, without the prior written consent of IFP, and any attempted assignment in violation hereof shall be void.
15. Invalid Provisions. If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, each provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in term to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.
16. 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.
17. Non-discrimination. AGENCY shall not discriminate against any member or applicant for membership on the basis of race, color, religion, creed, political ideals, sex, age, marital status, sexual orientation, gender identity/expression, physical or mental handicap, or national origin.
18. 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 AGENCY employs ten (10) or more persons, AGENCY 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 section that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.
19. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, AGENCY certifies that AGENCY is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

This Agreement is agreed to and accepted by:

ATTEST:

"CITY"

City of Idaho Falls, Idaho

By \_\_\_\_\_  
Corrin Wilde, City Clerk

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

EASTERN IDAHO COMMUNITY  
ACTION PARTNERSHIP (EICAP)

By \_\_\_\_\_  
John Radford, CEO

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, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

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

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public for Idaho, personally appeared John Radford, known to me to be the CEO of Eastern Idaho Community Action Partnership, and acknowledged to me that they are authorized to execute the same for and on behalf of said organization.

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: \_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF WORK**

Eastern Idaho Community Action Partnership (AGENCY) will perform the following services related to the Low-Income Weatherization Program for Idaho Falls Power (IFP).

1. AGENCY shall use IFP program funds to assist customer households currently receiving electric service from IFP and use the electricity as the primary heating source.
2. AGENCY will qualify IFP customers for the program using the guidelines provided in the BPA Implementation Manual, including the following guidelines:
  - a. The resident’s income does not exceed two hundred percent (200%) of poverty as defined by federal guidelines.
  - b. All measures must generate reportable, cost-effective savings in IFP service territory.
  - c. There will be no discrimination among applicants on the basis of race, color, religion or sex.
3. AGENCY will operate within the parameters given in the latest version of the Regional Technical Forum Weatherization Specifications and the BPA Implementation Manual.
4. AGENCY may qualify projects (verifying financial and site requirements) and perform energy audits without prior consent of IFP. Notification of an energy audit to the utility providing electric service to the residence is preferred whenever possible.
5. Supporting documentation required by the BPA Program will be provided for all invoices sent to IFP or its representative upon request. AGENCY is not to submit any information to BPA directly.
6. AGENCY is responsible for installing and verifying that all measures are in accordance with local building codes, manufacturer’s recommendations and all other applicable guidelines.
7. AGENCY will communicate to the customer that an IFP representative will also complete a post-installation inspection.
8. AGENCY may perform additional measures that are not covered within the BPA low-income guidelines at their discretion; however, IFP will not pay AGENCY for these measures and AGENCY will be responsible to collect any amount owed for the additional measures from the customer.
9. AGENCY will provide any written materials regarding the program to IFP for review and acceptance before providing them to customers.

IFP agrees to work in conjunction with AGENCY as follows:

1. IFP will process the information received from AGENCY in an expeditious manner and submit reports directly to BPA.
2. IFP will remit payment to AGENCY.



# Memorandum

File #: 23-240

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Wednesday, August 16, 2023  
**DEPARTMENT:** Public Works

## Subject

Bid Award - 15th Street and Lee Avenue Storm Drain Improvements

## Council Action Desired

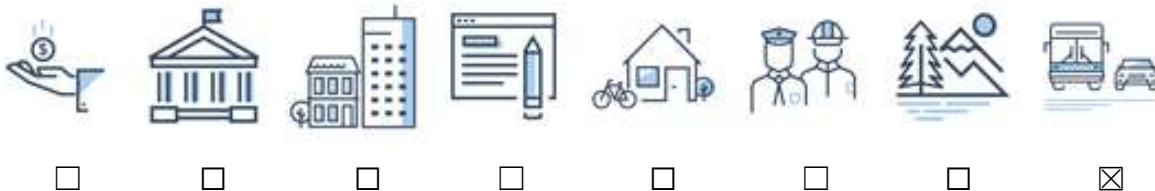
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications; award the bid to the lowest responsive, responsible bidder, Knife River Corporation, in the amount of \$384,848.00; and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

On Tuesday, 15 August 2023, bids were received and opened for the 15th Street and Lee Avenue Storm Drain Improvements project. The tabulation of bid results is attached. The purpose of the proposed bid award is to contract with the lowest bidder to construct storm line improvements at this intersection.

## Alignment with City & Department Planning Objectives



This project supports the community-oriented result of reliable infrastructure by investing in improvements to the storm drainage system.

## Interdepartmental Coordination

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

## Fiscal Impact

Cost allocations for this project will come from Surface Drainage, Wastewater and Street Funds. Sufficient funding and budget authority exist for completion of the proposed improvements.

## Legal Review

The City Attorney's office has reviewed the bid process and concurs that the Council action desired is within Idaho State Statute.

2-37-15-3-SDN-2023-28  
2023-54

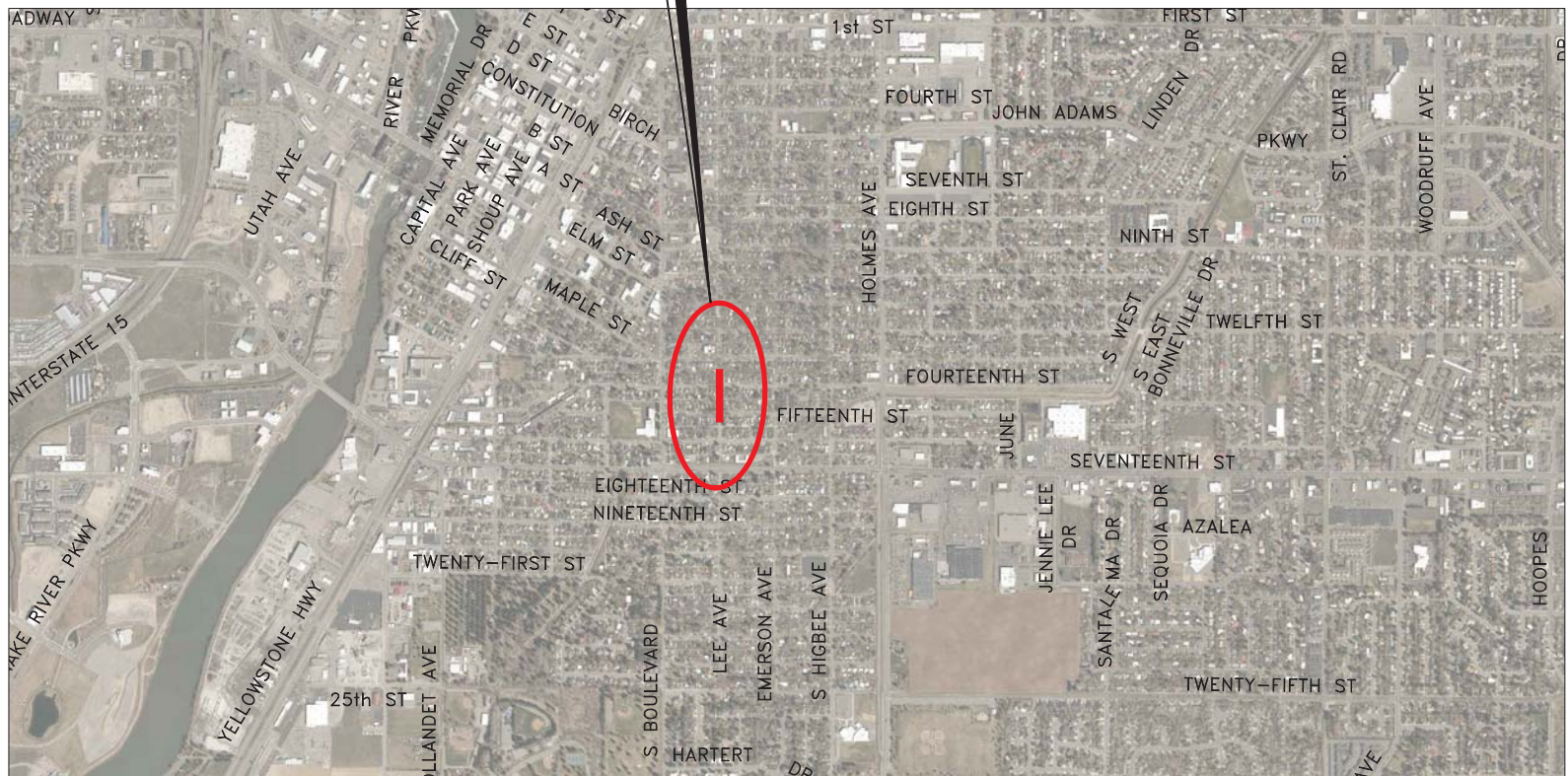
# 15TH ST & LEE AVE

## STORM DRAIN IMPROVEMENTS

### CITY PROJECT # 2-37-15-3-SDN-2023-28



#### PROJECT LOCATION



#### MAYOR

REBECCA L. NOAH CASPER

#### CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTENSHAW  
THOMAS HALLY



JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

#### ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR  
CHRIS H FREDERICKSEN, P.E.

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

2023

	
Digitally signed by Kent J. Fugal; A01410C00000177F92E041C00017649 Date: 2023.07.28 16:41:24-06'00'	
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SCALE SHOWN IS FOR SHEET 11 x 17 ONLY	
ENGINEERING DIVISION	
	
15TH ST & LEE AVE STORM DRAIN IMPROVEMENTS TITLE PAGE	
CHECKED BY: CEP	DESIGN TECH: RS
DATE PLOTTED: 7/28/2023	SHEET NO. 1 OF 8

# City of Idaho Falls

## Engineering Division Bid Tabulation

**Project:** 15th St & Lee Ave Storm Drain Improvements  
**Submitted:** C. Eric Parker, P.E.

**Number:** 2-37-15-3-SDN-2023-28  
**Date:** August 15, 2023

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation		3H Construction, LLC		Sunroc Corp DBA Depatco		Idaho Aggregate, LLC		HK Contractors, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK														
2.01	201.4.1.D.1	Removal of Concrete	176	SY	\$20.00	\$3,520.00	\$14.00	\$2,464.00	\$25.00	\$4,400.00	\$25.00	\$4,400.00	\$59.37	\$10,449.12	\$11.50	\$2,024.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	757	LF	\$10.00	\$7,570.00	\$2.50	\$1,892.50	\$8.00	\$6,056.00	\$10.00	\$7,570.00	\$14.05	\$10,635.85	\$2.75	\$2,081.75
2.03	201.4.1.F.1	Removal of Inlet Box	6	EA	\$750.00	\$4,500.00	\$350.00	\$2,100.00	\$300.00	\$1,800.00	\$600.00	\$3,600.00	\$836.28	\$5,017.68	\$360.00	\$2,160.00
2.04	202.4.1.A.1	Excavation	1,121	CY	\$25.00	\$28,025.00	\$19.00	\$21,299.00	\$17.25	\$19,337.25	\$23.00	\$25,783.00	\$37.37	\$41,891.77	\$25.50	\$28,585.50
2.05	202.4.2.A.1	Rock Excavation	50	CY	\$200.00	\$10,000.00	\$125.00	\$6,250.00	\$1.00	\$50.00	\$105.00	\$5,250.00	\$470.79	\$23,539.50	\$121.42	\$6,071.00
		DIVISION 300 - TRENCHING														
3.01	302.4.1.B.1	Rock Excavation	50	LF	\$100.00	\$5,000.00	\$125.00	\$6,250.00	\$1.00	\$50.00	\$105.00	\$5,250.00	\$465.19	\$23,259.50	\$121.42	\$6,071.00
3.02	307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	194	LF	\$65.00	\$12,610.00	\$63.00	\$12,222.00	\$54.00	\$10,476.00	\$58.00	\$11,252.00	\$25.82	\$5,009.08	\$32.63	\$6,330.22
		DIVISION 400 - WATER														
4.01	404.4.1.B.1	Replace Water Service - Size 1"	1	EA	\$3,000.00	\$3,000.00	\$2,405.00	\$2,405.00	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$6,128.50	\$6,128.50	\$4,365.00	\$4,365.00
		DIVISION 600 - CULVERTS & STORM DRAINS														
6.01	601.4.1.A.5.a	8" Storm Drain Pipe	11	LF	\$90.00	\$990.00	\$81.00	\$891.00	\$110.00	\$1,210.00	\$87.00	\$957.00	\$36.48	\$401.28	\$91.00	\$1,001.00
6.02	601.4.1.A.5.b	12" Storm Drain Pipe	179	LF	\$90.00	\$16,110.00	\$69.00	\$12,351.00	\$55.00	\$9,845.00	\$56.00	\$10,024.00	\$39.18	\$7,013.22	\$92.00	\$16,468.00
6.03	601.4.1.A.5.c	18" Storm Drain Pipe	357	LF	\$100.00	\$35,700.00	\$65.00	\$23,205.00	\$71.00	\$25,347.00	\$87.00	\$31,059.00	\$49.42	\$17,642.94	\$62.75	\$22,401.75
6.04	601.4.1.A.5.d	36" Perforated Storm Drain Pipe	100	LF	\$180.00	\$18,000.00	\$73.00	\$7,300.00	\$164.00	\$16,400.00	\$180.00	\$18,000.00	\$153.58	\$15,358.00	\$172.00	\$17,200.00
6.05	602.4.1.A.1.a	Storm Drain Manhole - Type A	2	EA	\$10,000.00	\$20,000.00	\$5,005.00	\$10,010.00	\$4,760.00	\$9,520.00	\$4,450.00	\$8,900.00	\$3,362.86	\$6,725.72	\$5,275.00	\$10,550.00
6.06	602.4.1.A.1.b	Storm Drain Manhole - Type A (Shallow)	3	EA	\$7,500.00	\$22,500.00	\$5,250.00	\$15,750.00	\$3,550.00	\$10,650.00	\$3,700.00	\$11,100.00	\$3,057.15	\$9,171.45	\$5,275.00	\$15,825.00
6.07	602.4.1.A.1.c	Storm Drain Manhole - Type B (6' Barrel)	2	EA	\$12,500.00	\$25,000.00	\$7,525.00	\$15,050.00	\$10,300.00	\$20,600.00	\$11,650.00	\$23,300.00	\$7,999.54	\$15,999.08	\$5,275.00	\$10,550.00
6.08	602.4.1.F.1	Catch Basin - Type IV (2' X 3')	7	EA	\$3,500.00	\$24,500.00	\$3,900.00	\$27,300.00	\$3,085.00	\$21,595.00	\$2,200.00	\$15,400.00	\$2,496.67	\$17,476.69	\$2,950.00	\$20,650.00
		DIVISION 700 - CONCRETE														
7.01	706.4.1.A.7	Curb and Gutter, Type Standard	757	LF	\$65.00	\$49,205.00	\$54.00	\$40,878.00	\$58.00	\$43,906.00	\$47.00	\$35,579.00	\$42.77	\$32,376.89	\$38.50	\$29,144.50
7.02	706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	7	SY	\$150.00	\$1,050.00	\$125.00	\$875.00	\$234.00	\$1,638.00	\$180.00	\$1,260.00	\$125.90	\$881.30	\$276.00	\$1,932.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, 5" thickness	182	SY	\$150.00	\$27,300.00	\$119.00	\$21,658.00	\$162.00	\$29,484.00	\$145.00	\$26,390.00	\$273.82	\$49,835.24	\$286.00	\$52,052.00
7.04	706.4.1.E.1.c	Concrete Sidewalks, 7" thickness	30	SY	\$175.00	\$5,250.00	\$132.00	\$3,960.00	\$186.00	\$5,580.00	\$185.00	\$5,550.00	\$130.54	\$3,916.20	\$164.00	\$4,920.00
		DIVISION 800 - AGGREGATES & ASPHALT														
8.01	801.4.1.A.1	6" Minus Uncrushed Aggregate Base	317	CY	\$40.00	\$12,680.00	\$38.00	\$12,046.00	\$30.00	\$9,510.00	\$39.00	\$12,363.00	\$67.71	\$21,464.07	\$53.00	\$16,801.00
8.02	801.4.1.C.1	Uncrushed Drain Rock, 3"	385	CY	\$70.00	\$26,950.00	\$43.00	\$16,555.00	\$34.00	\$13,090.00	\$42.00	\$16,170.00	\$30.60	\$11,781.00	\$97.00	\$37,345.00
8.03	802.4.1.A.1	Crushed Aggregate for Base, Type 1	277	CY	\$50.00	\$13,850.00	\$50.00	\$13,850.00	\$42.00	\$11,634.00	\$61.00	\$16,897.00	\$77.32	\$21,417.64	\$63.00	\$17,451.00
8.04	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	231	CY	\$120.00	\$27,720.00	\$122.00	\$28,182.00	\$176.00	\$40,656.00	\$142.00	\$32,802.00	\$126.58	\$29,239.98	\$120.00	\$27,720.00
		DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$63,310.50	\$63,310.50	\$55,000.00	\$55,000.00	\$61,300.00	\$61,300.00	\$23,403.53	\$23,403.53	\$44,948.28	\$44,948.28
20.02	2030.4.1.A.1	Manhole Adjust to Grade	1	EA	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$662.38	\$662.38	\$1,245.00	\$1,245.00
20.03	2030.4.1.C.1	Valve Box Adjust to Grade	7	EA	\$750.00	\$5,250.00	\$950.00	\$6,650.00	\$775.00	\$5,425.00	\$760.00	\$5,320.00	\$254.76	\$1,783.32	\$965.00	\$6,755.00
20.04	2050.4.1.A.1	Drainage Geotextile	512	SY	\$2.75	\$1,408.00	\$2.50	\$1,280.00	\$4.00	\$2,048.00	\$5.50	\$2,816.00	\$2.07	\$1,059.84	\$1.75	\$896.00
20.05	2050.4.1.C.1	Subgrade Separation Geotextile	1,657	SY	\$2.75	\$4,556.75	\$2.00	\$3,314.00	\$2.50	\$4,142.50	\$2.50	\$4,142.50	\$1.28	\$2,120.96	\$3.00	\$4,971.00
		SPECIAL PROVISIONS														
SP-1	S0699	Duckbill In-Line Style Check Valve	1	EA	\$500.00	\$500.00	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00	\$6,700.00	\$6,700.00	\$1,580.39	\$1,580.39	\$4,275.00	\$4,275.00
		TOTAL				\$458,744.75		\$384,848.00		\$387,649.75		\$414,634.50		\$417,242.12		\$422,790.00

# Memorandum

File #: 23-236

City Council Meeting

**FROM:** Corrin Wilde, City Clerk  
**DATE:** Tuesday, August 15, 2023  
**DEPARTMENT:** Mayor's Office

## Subject

Minutes from Council Meetings

## Council Action Desired

☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)  
 Approve the minutes from August 10, 2023, City Council Meeting.

## Description, Background Information & Purpose

August 10, 2023, City Council Meeting

## Alignment with City & Department Planning Objectives



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

## Interdepartmental Coordination

N/A

## Fiscal Impact

N/A

## Legal Review

N/A





# City Council Meeting Minutes - Draft

680 Park Avenue  
Idaho Falls, ID 83402

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**Thursday, August 10, 2023,**

**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  
Corrin Wilde, City Clerk

## **2. Pledge of Allegiance**

Director Pam Alexander led those present in the Pledge of Allegiance.

## **3. Public Comment**

No one appeared for public comment.

## **4. Consent Agenda**

### **A. Municipal Services**

- 1)** Annual Renewal of Customer Information System (CIS) Support and Maintenance
- 2)** Idaho Falls Civic Center for the Performing Arts Gala Orchestra Pit Lift Repair

### **B. Idaho Falls Power**

- 1)** IFP 21-38 Fiber Optic Cable Installation Services with Wheeler Electric, Inc.
- 2)** IF 21-37, Additional Spending Request for Fiber Micro duct Deep-Drop Installation Services
- 3)** IFP 23-25 Paine South Feeders Construction

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

- 1)** Minutes from Council Meetings as listed on the agenda
- 2)** 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 was carried by the following vote: Aye – Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - None

## **5. Regular Agenda**

### **A. Community Development Services**

#### **1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Southbridge Division NO. 1**

Burtenshaw stated there was a mistake that is in the packet it says the connection of the sewer is to Higbee but that is Ally Rose Lane which is where this is located so that was just a mistake from using a past template. Councilor Burtenshaw stated that the private street will be owned and maintained by the developer and the reason that this is not a PUD is because there is not an HOA. She said this is one lot and the developer is the owner and will maintain and retain ownership of it.

Radford asked if they sell then what is the process to ensure the next owner knows it is their responsibility. Councilor Burtenshaw stated that it is only one single lot. Councilor Radford asked if there is some kind of process with the title work when selling it so that the owner will know they are responsible for maintaining that road. Director Sanner agreed.

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to Approve the Development Agreement for the Final Plat for Southbridge Division NO. 1 and give authorization for the Mayor and City Clerk to sign said agreement. The motion was carried by the following vote: Aye – Councilors Freeman, Radford, Burtenshaw, Francis, Dingman, Hally. Nay – None

It was moved by Councilor Burtenshaw, seconded by Councilor Francis to accept the Final Plat for Southbridge Division NO. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. The motion was carried by the following vote: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. 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 Southbridge Subdivision NO. 1 and give authorization for the Mayor to execute the necessary documents. The motion was carried by the following vote: Aye – Councilors Hally, Francis, Radford, Dingman, Burtenshaw, Freeman. Nay – None

### **B. Parks and Recreation**

#### **1) Resolution to Waive Certain 2023 Fourth of July Celebration Fees**

Director Holm appeared to present the Resolution to Waive Certain Fees for the Fourth of July Celebration.

He stated that we came before the Council just before the Fourth of July with an indemnification and that memo also included some fees to be waived but the resolution was not included showing all those fees. Director Holms stated that they worked with the legal department to develop that resolution and is now being presented tonight.

It was moved by Councilor Radford, seconded by Councilor Hally to approve the Resolution to waive certain 2023 Fourth of July fees for services performed by the City of Idaho Falls to assist in the free, public Fourth of July activities and give authorization for the Mayor and City Clerk to execute the

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

#### RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2023 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

### C. Municipal Services

#### 1) Public Hearing for the Tentative 2023/24 Fiscal Year Budget

Mayor Casper opened the hearing and asked all items presented become part of the official record.

Pam Alexander presented. She stated that we had the budget kick-off on March 31 and we also had a City Council Budget Workshop on April 21, and Budget Sessions on July 11, 18, and 25<sup>th</sup>. The Tentative Budget was Published on July 29<sup>th</sup> and August 5<sup>th</sup>. Director Alexander stated that all the documents were posted on the city's website as well. Director Alexander pointed out some of the Budget Highlights as follows:

Total not to exceed budget - \$339,533,522.

Includes a 3% statutory property tax levy of \$1,295,633.

Includes new growth and annexation of \$933,602.

Does not include a 1% or 3% forgone levy. City contribution to the city's Health Insurance plan of \$1,000,000, in addition to plan redesign. A wage adjustment of 2% for non-union city employees is estimated at \$600,000. Funding for 7 new positions for Police, Parks and Recreation, and Community Development of \$367,872. Funding for 3 positions was funded through grants, fees, and/or reprioritization of ongoing budget operating dollars for \$198,407. Funding for two one-time capital requests for Parks and Recreation of \$250,000. Proposed Expenditures totaling \$339,533,522 for 12 city departments including Airport, City Attorney, Community Development, Fire, Human Resources, Idaho Falls Power, Library, Mayor and City Council, Municipal Services, Parks and Recreation, Police, and Public Works. Director Alexander stated that 100% has been allocated by the function. Approximately 18% is salary and wages and 44% is for current operating Expenses. The difference between the current proposed total expenditures and 2023 Adopted Budget Total Expenditures from last year is a difference of \$6,117,220 more and shows the differences between the two budgets. Total Expenditure Proposed Budget by Function City-Wide = \$339,533,522. Current Operating Expense 43% Capital Outlay 30% Salary and Wages 18% Benefits 8.55% Depreciation 1.36% Debt Service .96% and Interfund Transfers The proposed Budget by the General Fund of \$72.4M is approximately 21% of the total budget and the Police, Fire, and Parks General Fund allocation total is 78% and is consistent every year.

The proposed budget by special Revenue funds is 16% of the total budget and amounts to \$55.7M and the Revenue Forecast is what we expect to receive in revenues to help fund the operations is \$32.2M Proposed budget by impact fees approximately 1% of our total budget is on the impact fees for our Fire, Parks and Recreation, Police, and Streets. The revenue forecast is \$3.2M and is the same as the proposed budget. Capital improvement funds are approximately 5% of our total budget and the total budget is \$18.2M and the revenue forecast is about \$15.5M Enterprise Funds are app 54% of our total budget including Airport, Electric, Fiber, Sanitation, Water, and Wastewater totally \$183.7M and the revenue forecast estimated at \$153.4M.

Property Tax Allocation (Proposed) – Director Alexander stated that what we do every year is when there is a decision made to levy a property tax, we allocate it out to eligible departments or activities. Current Allocation is based on the funds, Fire Capital Improvement Fund, General Fund, Library Fund, Municipal Capital Improvement Fund, Recreation Fund, and Street Fund. Director Alexander indicated the proposed Allocation for 2023/2024 is \$44.9M and is an increase of \$2.2M from last year.

Property Tax Table – Director Alexander stated that the valuation has increased as we talked about in our budget session and she said is forecasted at about \$8.3 billion and the certified property tax is about \$44.9M. She noted that we must give whole dollars when we levy a property tax so that is the whole dollar value that we are expecting to certify through the County and that will decrease our levy rate from the current year of 0.00603 to 0.00539. Director Alexander stated that the reason that went down is because the evaluation went up.

Property Tax Preliminary Analysis- Estimated 18% increase in residential evaluation and a 3% increase in commercial evaluation. She indicated that the evaluation is going to go up and there will be an increase in the property taxes and we are anticipating a cost per month of \$13.57 for a residential home taxable value of 170 thousand dollars. She stated that these are not final numbers but a forecast based on previous fiscal years and any information we can get from our County and the analysis that we do in-house. Mayor pointed out the last slide. She asked about the last three columns in blue indicating the property tax forecasted to be paid by a business. She pointed out that they will be paying less this year than they did last year. Mayor Casper wanted to clarify that this is not a decision that the city made. She stated that this comes to us based on the way the Legislature has determined that they will not index residential for inflation and because of that the businesses which are not appreciating are paying less in tax. Director Alexander agreed; she said it is a tax shift from residential to commercial. Mayor Casper pointed out that if taxpayers are feeling a pinch, it is not something the city has done. Councilor Hally stated that the bottom line is that the revenue from the state includes a portion of the liquor tax and a portion of the sales tax by formula. Councilor Hally asked Director Alexander if she could explain what has changed in the last two years in the formula for the sales tax. Director Alexander did not have that information prepared for this evening. Councilor Hally stated that the shift in the formula has changed. He says all the sales tax revenue used to be in the formula. Councilor Hally stated that the state excludes cities that portion of the sales tax which is online and has increased significantly and is become the larger share of the sales tax revenue. He said a lot of people asked him how the State has a surplus of over a billion dollars. He said part of the reason is that they take all the sales tax that is online sales and don't allocate any to the cities where most of the sales tax revenue is generated. Councilor Hally stated that with that surplus they provided property tax relief. Director Alexander agreed she said there has been a tax shift for a number of years and it is out of the City's hands to be able to do anything about it. She said we don't do the evaluation and that is something that happens in the County Assessor's office and Director Alexander stated that it is her understanding that the formulas are already set based on the Legislature.

#### Public testimony.

Brandi Newton 293 Westmoreland Drive, appeared. Ms. Newton is the Executive Director for the Idaho Falls Arts Council who are the owner and operators of the Willard Art Center as well as the ARTitorium on Broadway. She said she is also a board member of the Idaho Falls Downtown Development Corporation. Ms. Newton is here to support the portion of the budget pertaining to the police department and their request for a position that would cover our downtown area. Ms. Newton says she is happy, and impressed with Chief Johnson, Captain Marley, and Council Member Francis because they have attended meetings and have come to seek information as well as share information with us so that we can understand the safety and concerns of the downtown business owners and participants. Ms. Newton stated that for the last ten years, we have had very little vandalism or damage. She says as we

have watched our community grow and the participation in downtown grow with different businesses and activities, we have seen an increase in vandalism. Ms. Newton stated that in the last year, they have had two windows that have been vandalized. Ms. Newton feels that our neighbors are doing a great job and feel they are following all the rules and want their establishments to be one of safety and provide a sense of community as we do at the Colonial Theater. Ms. Newton stated that Chief Johnson shared at a recent IFDDC (Idaho Falls Downtown Development Corporation) meeting that the presence of the police force does make a difference and feels grateful to have that put forward as part of this budget and would like to formally support that and hope that it passes. Ms. Newton stated that she has some letters that she would like to submit to the City Clerk that are from constituents. She said they are from several of our board members as well as one of our strong supporters with Teton Toyota.

Kris Taylor is a downtown business owner who is excited to grow this town and loves this town. He said his kids are the seventh generation here and he is very dedicated to this downtown. Mr. Taylor stated that he and his partner Jace Howell have added about 100 jobs over the last year and the next two years will probably add another 200 more jobs. Mr. Taylor said a lot of their goal is we need stuff to do. He said we are lacking and feels that downtown leads the way for any town. Mr. Taylor stated we work with INL and the biggest part is recruitment as INL (Idaho National Laboratory) brings people here they try to tell folks why they want to live here and move here and take this job. Mr. Taylor says it has been working well with INL and pharmaceutical companies, medical companies, and traveling nurses. Mr. Taylor stated that we are one stabbing away from getting a bad name. Mr. Taylor said he cleans the streets every day; he said on a normal Saturday and Sunday morning he picks up thirty to sixty broken beer bottles and cans. He said that night the police were downtown there were only three pieces of garbage to pick up the next day and pointed out that it was a massive difference. Mr. Taylor stated that the goal is preventive maintenance. He said just to be able to have police present to walk around and tell somebody that they will get a drinking ticket if they are drinking in the streets. Mr. Taylor said he feels it only takes one person to enforce that and if the City or County does not want to pay for it, they are more than willing. Mr. Taylor stated that the biggest thing for the INL is a vibrant downtown community and we have to have it because it's the only way they can recruit as well as other companies. Mr. Taylor stated they shut down some of the establishments early because it gets too dangerous late at night. He said there is an uptick in crime going on and the drinking downtown is constant. Mr. Taylor stated they have about 40 cameras downtown and he has seen video of cops taking selfies with people that have beer in their hand. He says it has gotten very lax. The police will come to break up a fight and clean up the blood and there are fifty people around them drinking in the street and tailgating. He said they will get kicked out of the bar so they will just come and party outside and there has been no enforcement for any of it. Mr. Taylor stated that he was given a proposal for police presence but it would have to be a guarantee of 24 hours a week for 2 policemen at 40 dollars an hour. Mr. Taylor stated that they have to buy police presence for downtown because he was told they cannot moonlight but our other counties can. Mr. Taylor stated that we need to get ahead of this and we need police presence downtown because that would be huge and it has just gotten too lax. Mr. Taylor stated with the growth we are about to have and with the INL (Idaho National Laboratory) we need this for our town. He said he would appreciate the police presence and if the City can't pay for it, we will pay for it downtown to fund a police officer and doesn't want to have another county do it.

Jace Howell appeared. Mr. Howell is an owner of a property management company and has an interest in business in downtown Idaho Falls.

Mr. Howell stated that he is grateful to have City Council members that care and appreciates all they do. Mr. Howell says his brother is a police officer and understands a lot of the good that comes with that job and knows there is a lot of bad that a lot of us don't realize. Mr. Howell stated that he knows how much

respect that these men in blue have for our chief and feels if there is any way possible to enhance that budget and the safety of our community downtown it will help because it is the heartbeat of our town and sets the stage. He says getting ahead of that sends the message that we are not going to put up with violence and crime. Mr. Howell says that at one bar downtown, as he began taking over the property management, there was a gunshot just across from the Mayor's office about 15 months ago. He says that kind of thing you would not think would happen but when it does it hurts a lot of people and people don't feel safe. Mr. Howell says they decided to mitigate and did put up some bright lights in front of the Mayor's office in the parking lot and the bar hired a security company and that has changed the shape of what goes on in the evenings. Mr. Howells says it's not perfect but we have mitigated some of that and that was a small thing to do to prevent something from happening. Mr. Howell stated that it is in our best interest for all of us to do that because in his opinion we have some of the best police officers in the nation so anything we can do, we want to help and we don't want to complain we want to take action. Mr. Howell stated we love it here and was born and raised here and feels we need to change a lot of things for a lot of things not to change and that is what we are trying to do. He said anything you can do to help push that along that would be great.

Cindy Keller appeared. Ms. Keller owns a small club in downtown Idaho Falls. Ms. Keller says she has run the Samoa Club for 44 years and when she was first there all they dealt with was sheep herders and drunks. She said there were no drugs at that point and things have changed. She said her employees are all females and have no bouncers. Ms. Keller has seen good change and says her dad started the Samoa in 1934 and had restaurants in town before that. Ms. Keller says she is very passionate about it and she says it's historical and there are lots of pictures on the wall her parents are on the wall. Ms. Keller says she cannot be there all the time to deal with the problems and feels the police presence is a great idea and will make her people safe too because they are all women. Ms. Keller addressed the outside drinking, she says yes, some people do go outside the club with a drink in their hand but it's true that because of COVID we all got lax on that because people started to come out. Ms. Keller pointed out that we have three licenses, from the State, the County, and the City, and if somebody downtown is not taking care of their business the way they should and you have issued them a license and you have had a meeting with them and have told them that what they are doing is not right and need to do something different. Ms. Keller asked don't you have the right to pull that license? She said they cannot operate. They can have the State and the County but if they don't have the city they cannot operate. Ms. Keller stated that these are the consequences and that is how we teach our children isn't it? Ms. Keller says she has great clientele and great people and loves her place and doesn't have many problems but has seen a lot of change in the past 5 years.

Mayor Casper closed the hearing for the 2023/24 Budget.

## **2) Public Hearing for the Proposed Fees for Fiscal Year 2023/24**

Mayor Casper opened the hearing and asked all items presented become part of the official record.

Director Alexander appeared, she stated that this item is for new fees and fee increases of more than 5%. Director Alexander has outlined the page numbers on the different areas that are asking for new fees and fee increases greater than 5% and has been also added to the city website. Mayor Casper stated that she had heard that perhaps not every fee was included and asked Director Alexander how she would address that and what the process is if we have found that something has been excluded. Director Alexander explained that if a fee has not been included in what has been published in the newspaper, we have to start the process all over again including a public hearing. She said we would post a public hearing notice at least 14 days before the public hearing just for the fees that may not have

been added to this fee schedule. Mayor Casper stated that it is not unusual to see the fee schedule change throughout the year is that correct? Director Alexander agreed. City Attorney Randy Fife stated that typically you see the fee schedule with the budget because it seems like the appropriate time to do it but there is not any particular time that fees have to be renewed or reviewed except for if an increase is 5% or more. Mr. Fife stated that it has been the practice in this city to do it with the budget so that you can see how the fee interacts with the budget that you are considering.

No one appeared and Mayor Casper closed the public hearing.

Mayor Casper closed the hearing for the 2023/24 fee schedule.

## **6. Announcements**

Mayor asked Council members if they would like to have a meeting tomorrow to discuss the public comment shared tonight. Council members agreed unanimously to cancel the meeting posted for Friday, August 11<sup>th</sup>, budget session.

Mayor said today is the kickoff for Roaring Youth Jam and will continue through Saturday.

Idaho Falls Rotary Duck Races this weekend and will kick off on Friday night with a car show, boat races, and concessions on both sides of the river.

Saturday is the grand opening for Fun Land open during the day however from 7-9 pm it will be \$5 for a wristband for unlimited rides. There will be free popcorn and they will bury a time capsule.

UAMPS on Sunday – Tuesday next week

BMPO (Bonneville Metropolitan Planning Organization) meeting on Wednesday and our regular Council meetings on Monday and Thursday.

Councilor Francis stated that on Saturday the 19<sup>th</sup> Sister Cities City Committee organized a booth at the farmer's market to promote the program and have some exciting things to give away and looks like a good way to promote Sister Cities and how it fits with Idaho Falls

Councilor Freeman wanted to speak about Councilor Hally's comments and wanted to inform the public a little more about how it works. Councilor Freeman stated that Speaker Moyle likes to profess that the State does not set the levy rates and the State does not collect the taxes so it's like they wipe their hands free of the tax burden but there has been a significant tax shift from commercial to residential properties. He said even though they don't collect the taxes they make the rules by which we collect them and therefore our hands are tied by the state Legislature so they are not free of blame regarding property taxes. Councilor Freeman pointed out that on the fee schedule, our fees are not set to make money or subsidies for departments in the city. He said there are some significant fee increases.

Councilor Freeman stated that we set fees to collect money to provide the service and we don't collect money to make a profit because it is illegal to do that.

Councilor Hally said the public should know there is construction on 65<sup>th</sup> North by Sage Lakes Golf Course and wants the public to know it is still open for business and to allow an extra 5 minutes to get through the construction.

## **7. Adjourned**

There being no further business, the meeting adjourned at 8:32 PM

s/ Corrin Wilde

Corrin Wilde, City Clerk

s/Rebecca L. Noah Casper

Rebecca L. Noah Casper, Mayor

# Memorandum

File #: 23-241

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Thursday, August 10, 2023  
**DEPARTMENT:** Public Works

## Subject

Agreement with the Local Highway Technical Assistance Council (LHTAC) for replacing the Emerson Bridge over the Butte Arm Canal

## Council Action Desired

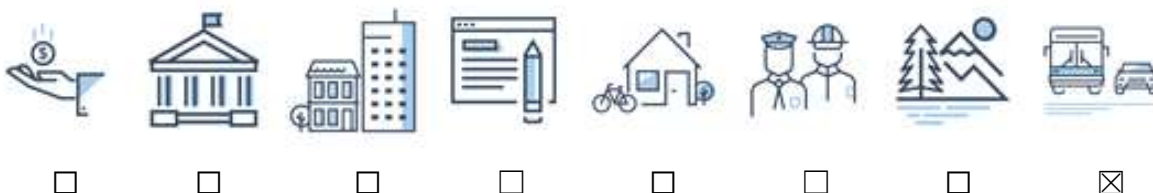
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approval of the Agreement with LHTAC for replacing the Emerson Bridge over the Butte Arm Canal and authorization for Mayor and City Clerk to sign the documents (or take other action deemed appropriate). **Description, Background**

## Information & Purpose

Attached for your consideration is an Agreement with LHTAC to replace the Emerson Bridge over the Butte Arm Canal. The proposed project is part of the Leading Idaho Bridge Program.

## Alignment with City & Department Planning Objectives



This Agreement supports the community-oriented result of reliable public infrastructure and transportation by replacing this aging bridge.

## Interdepartmental Coordination

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

## Fiscal Impact

This Agreement requires no city financial contribution toward the project.

## Legal Review

The Agreement has been reviewed by the City Attorney.



2023-051

**LHTAC/LOCAL AGREEMENT**  
**LEADING IDAHO BRIDGE PROGRAM**  
**BRIDGE KN31330**  
LILB# 2.3.1 CITY OF IDAHO FALLS

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and CITY OF IDAHO FALLS, acting by and through its Commission or Council (Sponsor).

**PURPOSE**

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20-foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN31330 be repaired or replaced through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

**SECTION I. GENERAL**

1. This agreement applies only to Bridge KN31330
2. Projects funded in the LILB program do not require any upfront costs or match from the Sponsor.
3. Under the LILB program, LHTAC will administer the project, serve as the lead agency and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes agreed upon local sponsor contributions is outlined in Attachment A.
6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the

term of any particular appropriation of funds by the State.

**SECTION II. LHTAC shall:**

1. Administer the development of the project through LHTAC staff or contracted resources.
2. Administer the construction of the project, including the bidding of the project through LHTAC staff or contractor resources.
3. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
4. Administer contracts with engineering and/or construction contractors and any associated sub-contractor providing services for Bridge KN31330.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

**SECTION III. Sponsor shall:**

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN31330 within the public Right-of-Way required by such activities.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated 30 days after the delivery of Type, Size and Location specifications and prior to completion.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Pay additional costs for the inclusion of any design features not included in LHTAC's proposed Type, Size and Location specifications, such as, but not limited to: increased width, lighting or aesthetics.
5. Engage in the optional activities documented in Attachment A (if applicable)
6. Upon completion of the project, maintain Bridge KN31330 in a

manner necessary for safe utilization.

**SECTION IV. EXECUTION**

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed elected official, attested to by its Clerk.

**SECTION V. PERIOD OF APLICABILITY**

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

**SECTION VI. TERMINATION**

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

**LHTAC**

\_\_\_\_\_  
Administrator

**ATTEST:**

CITY OF IDAHO FALLS

\_\_\_\_\_  
DESIGNATED OFFICIAL

\_\_\_\_\_  
TITLE

## **Attachment A**

### **Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: 31330

Carries: Emerson St.

Crosses: Butte Arm Canal

Jurisdiction: City of Idaho Falls, District 6

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

Participate in project milestone meetings.

Approve type, size and location of bridge

Provide for Right of Way Permits necessary for design and construction.

Sponsor has reviewed with LHTAC and understands that the urban bridge to be provided per current design and construction standards as part of the project. Sponsor doesn't anticipate any additional payment for this project. In the event that the Sponsor upgrades utilities or adds scope to the project, the Sponsor understands that these items would require cost participation accordingly.

# Memorandum

File #: 23-244

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Thursday, August 10, 2023  
**DEPARTMENT:** Public Works

## Subject

Agreement with the Local Highway Technical Assistance Council (LHTAC) for replacing the 65th North Bridge over the Idaho Canal

## Council Action Desired

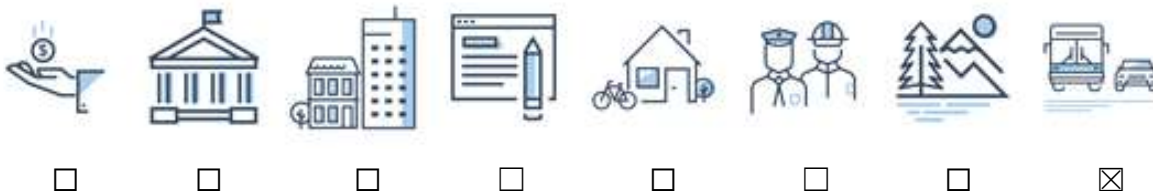
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Agreement with LHTAC for replacing the 65th North Bridge over the Idaho Canal and authorize the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached for your consideration is an Agreement with LHTAC to replace the 65th North Bridge over the Idaho Canal. The proposed project is part of the Leading Idaho Bridge Program.

## Alignment with City & Department Planning Objectives



This Agreement supports the community-oriented result of reliable public infrastructure and transportation by removing and replacing the existing two-lane bridge with a five-lane bridge.

## Interdepartmental Coordination

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

## Fiscal Impact

This Agreement requires no city financial contribution toward the project.

## Legal Review

The Agreement has been reviewed by the City Attorney.

2023-052

**LHTAC/LOCAL AGREEMENT**  
**LEADING IDAHO BRIDGE PROGRAM**  
**BRIDGE KN31100**  
LILB# 2.2.1 CITY OF IDAHO FALLS

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and CITY OF IDAHO FALLS, acting by and through its Commission or Council (Sponsor).

**PURPOSE**

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20-foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN31100 be repaired or replaced through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

**SECTION I. GENERAL**

1. This agreement applies only to Bridge KN31100.
2. Projects funded in the LILB program do not require any upfront costs or match from the Sponsor.
3. Under the LILB program, LHTAC will administer the project, serve as the lead agency and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes agreed upon local sponsor contributions is outlined in Attachment A.
6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the



term of any particular appropriation of funds by the State.

**SECTION II. LHTAC shall:**

1. Administer the development of the project through LHTAC staff or contracted resources.
2. Administer the construction of the project, including the bidding of the project through LHTAC staff or contractor resources.
3. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
4. Administer contracts with engineering and/or construction contractors and any associated sub-contractor providing services for Bridge KN31100.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

**SECTION III. Sponsor shall:**

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN31100 within the public Right-of-Way required by such activities.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated 30 days after the delivery of Type, Size and Location specifications and prior to completion.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Pay additional costs for the inclusion of any design features not included in LHTAC's proposed Type, Size and Location specifications, such as, but not limited to: increased width (**see Exhibit A**), lighting or aesthetics.
5. Engage in the optional activities documented in Attachment A (if applicable)
6. Upon completion of the project, maintain Bridge KN31100 in a

manner necessary for safe utilization.

#### **SECTION IV. EXECUTION**

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed elected official, attested to by its Clerk.

#### **SECTION V. PERIOD OF APLICABILITY**

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

#### **SECTION VI. TERMINATION**

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

**LHTAC**

\_\_\_\_\_  
Administrator

**ATTEST:**

CITY OF IDAHO FALLS

\_\_\_\_\_  
DESIGNATED OFFICIAL

\_\_\_\_\_  
TITLE

## **Attachment A**

### **Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: KN31100

Carries: SMA 7138;TOWER RD.

Crosses: IDAHO CANAL

Jurisdiction: City of Idaho Falls, District 6

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

Participate in project milestone meetings.

Approve type, size and location of bridge.

Provide for Right of Way Permits necessary for design and construction.

Sponsor and LHTAC has reviewed the existing bridge width versus the one to be designed and constructed to meet current standards. The replacement bridge will need to be wider than the existing structure to accommodate the existing Irrigation Access roads on both sides of the structure. It is agreed that the costs for the additional width structure is within the scope of the Leading Idaho Bridge Program. The Sponsor will not be responsible for the cost for the wider structure.

Sponsor has reviewed with LHTAC and understands that the urban bridge to be provided per current design and construction standards as part of the project. Sponsor doesn't anticipate any additional payment for this project. In the event that the Sponsor upgrades utilities or adds scope to the project, the Sponsor understands that these items would require cost participation accordingly.

# Memorandum

File #: 23-245

City Council Meeting

**FROM:** Chris H Fredericksen  
**DATE:** Wednesday, August 16, 2023  
**DEPARTMENT:** Public Works

## Subject

Easement Vacation - First Amended Snake River Landing Addition, Division 15

## Council Action Desired

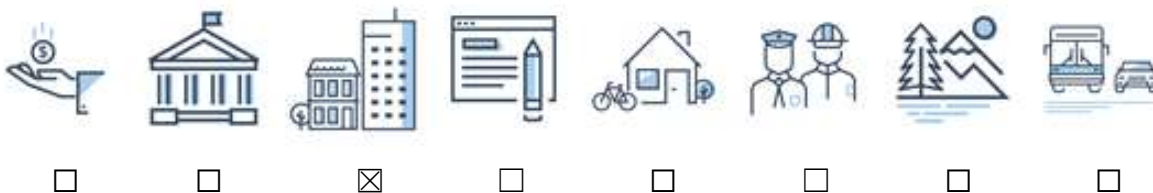
- ☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the easement vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title (or consider the ordinance on the first reading, reject the ordinance, or take other action deemed appropriate).

## Description, Background Information & Purpose

The owner of the property in question has requested vacation of the power line easement, Instrument No. 672919, depicted within Exhibit A of the Ordinance. Staff and Idaho Falls Power have reviewed the vacation request and recommend approval.

## Alignment with City & Department Planning Objectives



This easement vacation supports the community-oriented result of well-planned growth and development by allowing property owners to better utilize their property.

## Interdepartmental Coordination

Other appropriate departments have reviewed and recommended approval of the proposed easement vacation.

## Fiscal Impact

N/A

## Legal Review

The vacation was prepared by the City Attorney Department.

2023-055

## **ORDINANCE NO. 2023-**

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

WHEREAS, the owners would like to vacate easement, Instrument No. 672919, in Lot 7, Block 11, of Division 15 First Amended of the Snake River Landing Subdivision, to better facilitate the development of their property; and

WHEREAS, the utility providers have agreed to the vacation.

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

**SECTION 1.** Vacation. The powerline easement portion of a Warranty Deed filed with the Office of the Recorder for Bonneville County, Idaho, under instrument number 672919, described as follows:

BEGINNING at the South Quarter Corner of Section 26, T. 2N., R. 37 E.B.M. and running thence along the Section Line N 89° 48' 31" E 1581.37 feet to the TRUE POINT OF BEGINNING and running thence N 54° 00' 07" E 320.31 feet. This being the Centerline of a 20.00 foot wide Powerline Easement. All Bearings on City of Idaho Falls Datum, and as depicted on Exhibit "A" attached hereto.

**SECTION 2.** Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include any other easements, or any franchise rights that are not described in Section 1 above or in the attached Exhibit "A."

**SECTION 3.** Easement Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety to SRL Development, LLC., an Idaho limited liability company, whose address is P.O. Box 51298, Idaho Falls, ID 83405-1298.

**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.

ATTEST:

\_\_\_\_\_  
Corrin Wilde, City Clerk

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

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

(SEAL)

\_\_\_\_\_  
Corrin Wilde  
City Clerk





# Memorandum

File #: 23-233

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, August 14, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Adoption of the 2023/24 Fees, Including New Fees, and Fee Increases

## Council Action Desired

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

Adopt the 2023/24 fee resolution (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Public Hearing for the 2023/24 fees took place on Thursday, August 10, 2023, pursuant to Idaho Code §50-1002.

## Alignment with City & Department Planning Objectives



The adoption of the fees is in support of the good governance community-oriented result by fostering innovative and sound fiscal management that enables trust and transparency.

## Interdepartmental Coordination

All City departments have participated in the fee-setting process leading to the development of the 2023/24 fiscal year budget.

## Fiscal Impact

The adopted 2023/24 fees as presented are included in the projected revenue dollars in support of the 2023/24 fiscal year budget ordinance.

## Legal Review

The City Attorney concurs that the desired Council action is within the parameters of Idaho Code §50-1002.

**RESOLUTION NO. 2023-**

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

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – October 2023, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees on October, 1 2023.
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this \_\_\_\_ day of \_\_\_\_\_, 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 Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

\_\_\_\_\_  
Corrin Wilde, City Clerk

(SEAL)

EXHIBIT 'A'

CITY OF IDAHO FALLS

FEE SCHEDULE  
(October 2023)

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Public Open Access Fiber Optic Network.....	12
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**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 1</b>	<b>AIRPORT DEPARTMENT</b>		
1.	Landing Fee	\$ 2.50	maximum per 1,000 pound gross weight, depended upon total annual landing weight
2.	Fuel Flowage Fee	\$ 0.07	per each gallon of aviation fuel dispensed into any general aviation aircraft
3.	Passenger Facility Charge	\$ 4.50	per passenger
4.	Customer Facility Charge, On-Airport Car Rental Companies	\$ 2.50	maximum per transaction, per day
5.	Commercial Passenger Enplanement Charge	\$ 4.50	maximum per passenger, depended upon total annual enplanements
6.	Ground Transportation Fees		
a.	Busses (Non-Public)		
i.	Permit Application Fee	\$ 50.00	each
ii.	Annual Fee		
1.	Company Base Fee	\$ 500.00	per year, per company
2.	Additional Vehicle Fee	\$ 20.00	per additional vehicle
iii.	Trip Fee	\$ 3.50	per passenger
b.	Taxicab		
i.	Permit Application Fee	\$ 50.00	each
ii.	Monthly Fee		
1.	Company Base Fee	\$ 20.00	per month, per company
2.	Additional Vehicle Fee	\$ 10.00	per additional vehicle
iii.	Trip Fee	\$ 1.50	per trip
c.	Courtesy Vehicle – Hotel/Motel (irrespective of type of vehicle used)		
i.	Permit Application Fee	\$ 50.00	each
ii.	Annual Fee		
1.	Company Base Fee	\$ 50.00	per year per company
2.	Additional Vehicle Fee	\$ 10.00	per additional vehicle
d.	Special Event		
i.	Permit Application Fee	\$ 50.00	each
ii.	Daily Fee		
1.	Company Base Fee	\$ 65.00	per day, per company
2.	Additional Vehicle Fee	\$ 5.00	per day, per additional vehicle
7.	Badge Fees		
a.	Fingerprinting – Criminal History Records Check (CHRC)	\$ 40.00	each
b.	SIDA Badge	\$ 50.00	per year – 2 year max
c.	AOA Badge	\$ 40.00	per year – 1 year max
d.	Lost Badge Replacement	\$ 100.00	per instance
e.	Reprint Fee	\$ 15.00	each
f.	Renewal Fee		
i.	Airport Operations Area (AOA)	\$ 20.00	per year
ii.	Security Identification Display Area (SIDA)	\$ 30.00	per year
g.	Administrative fee for contractors' badges	\$ 150.00	each
8.	Parking	\$ 15.00	maximum per day
a.	Annual domiciled employee parking	\$ 60.00	maximum per year
b.	Monthly non-domiciled employee parking	\$ 120.00	maximum per month
9.	Security violation fee	\$ 15,000.00	maximum per each
10.	Remedial training & administration fee	\$ 150.00	per security violation
11.	Credit card convenience fee for processing payments using credit or debit card	Actual cost of third-party processing amount per transaction	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 2</b>	<b>COMMUNITY DEVELOPMENT SERVICES DEPARTMENT</b>		
1.	Erosion Control		
a.	Initial Erosion Control Contractors Certificate	\$ 50.00	per three years
b.	Erosion Control Contractors Certificate Renewal	\$ 25.00	each
c.	Erosion Control Plan Permit – Plans less than One Acre	\$ 50.00	each
d.	Erosion Control Plan Permit – Plans One Acre or More	\$ 100.00	each
2.	Print and Digital Data Costs		
a.	Paper		
i.	Zoning Map – 36" X 50"	\$ 6.00	each
ii.	Street Map – 36" X 36"	\$ 5.00	each
iii.	Street Map – 24" X 24"	\$ 3.00	each
iv.	Subdivision Map – 42" X 36"	\$ 5.00	each
v.	Aerial Map – 36" X 48"	\$ 12.00	each
vi.	Aerial Map – 36" X 36"	\$ 9.00	each
vii.	Aerial Map – 24" X 36"	\$ 6.00	each
viii.	Print – 8.5" X 11" or 8.5" X 14"	\$ 0.50	per Print, More than 5
ix.	Print – 11" X 17"	\$ 1.00	per Print, More than 5
x.	Custom Size Print	\$ 0.50	per square foot
xi.	Custom Size Aerial Print	\$ 1.00	per square foot
b.	Mylar		
i.	Custom Size Print	\$ 1.00	per square foot
ii.	Custom Size Aerial Print	\$ 2.00	per square foot
c.	Digital Data		
i.	CD	\$ 1.00	per disk
ii.	DVD	\$ 2.00	per disk
d.	Shipping and Handling (US Postal Service)		
i.	Envelope	\$ 2.00	each
ii.	CD-Mailer	\$ 2.00	each
iii.	Map Tube	\$ 10.00	each
3.	Subdivision Fees		
a.	Site plan review and processing (review of civil site plans other than single-family residence)	\$ 300.00	each
b.	Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$ 100.00	each
c.	Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$ 500.00	each
d.	Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$ 150.00	each
e.	Final Plat Review and Processing (review of final plats)		
i.	Base Fee	\$ 500.00	each
ii.	Rate	\$ 15.00	per lot
f.	Final plat resubmittal (review of final plats not completed after 3 reviews)		
i.	Base Fee	\$ 150.00	each
ii.	Rate	\$ 5.00	per lot
g.	Zoning compliance report (researching historical land uses of properties)	\$ 50.00	each
h.	Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$ 50.00	each
i.	Improvement drawings review and processing (review of improvement drawings)	\$ 350.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
j.	Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$ 150.00	each
k.	Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$ 20.00	each
l.	Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$ 50.00	each
m.	Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$ 350.00	each
n.	Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$ 150.00	each
4.	Annexation Fees		
a.	Bridge and Arterial Streets Fee	\$ 100.00	per required parking space
b.	Surface draining fee	\$ 0.0075	per square foot of assessable land
5.	Application Fees		
a.	Variance Application	\$ 350.00	each
b.	Rezoning Application	\$ 550.00	each
c.	Planned Transition Zone Application	\$ 550.00	each
d.	Comprehensive Plan Amendment	\$ 250.00	each
e.	Conditional Use Permit (Either Planning Commission or City Council)	\$ 225.00	each
f.	Conditional Use Permit (Both Planning Commission and City Council)	\$ 325.00	each
g.	Site Plan Bonding Application Fee	\$ 150.00	each
h.	Planned Unit Development	\$ 300.00	each
6.	Residential Building Permit Fee Valuation Table		
a.	Valuation Range		
i.	\$1 to \$499	\$ 30.18	
ii.	\$500 to \$999	\$ 67.31	
iii.	\$1,000 to \$9,999	\$ 132.42	
iv.	\$10,000 to \$19,999	\$ 164.97	
v.	\$20,000 to \$29,999	\$ 197.53	
vi.	\$30,000 to \$39,999	\$ 230.09	
vii.	\$40,000 to 49,999	\$ 262.65	
viii.	\$50,000 to \$ 59,999	\$ 295.21	
ix.	\$60,000 to \$69,999	\$ 327.77	
x.	\$70,000 to \$79,999	\$ 360.32	
xi.	\$80,000 to \$89,999	\$ 392.88	
xii.	\$90,000 to \$99,999	\$ 425.44	
xiii.	\$100,000 to \$104,999	\$ 458.00	
xiv.	\$105,000 to \$109,999	\$ 490.56	
xv.	\$110,000 to \$114,999	\$ 523.11	
xvi.	\$115,000 to \$119,999	\$ 555.67	
xvii.	\$120,000 to \$124,999	\$ 588.23	
xviii.	\$125,000 to \$129,999	\$ 620.79	
xix.	\$130,000 to \$134,999	\$ 653.35	
xx.	\$135,000 to \$139,999	\$ 685.91	
xxi.	\$140,000 to \$144,999	\$ 718.45	
xxii.	\$145,000 to \$149,999	\$ 751.01	
xxiii.	\$150,000 to \$154,999	\$ 783.57	
xxiv.	\$155,000 to \$159,999	\$ 816.13	
xxv.	\$160,000 to \$164,999	\$ 848.69	
xxvi.	\$165,000 to \$169,999	\$ 881.24	
xxvii.	\$170,000 to \$174,999	\$ 913.80	
xxviii.	\$175,000 to \$179,999	\$ 946.36	
xxix.	\$180,000 to \$184,999	\$ 987.06	
xxx.	\$185,000 to \$189,999	\$ 1,012.06	
xxxi.	\$190,000 to \$194,999	\$ 1,037.05	

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
xxxii.	\$195,000 to \$199,999	\$ 1,062.04	
xxxiii.	\$200,000 to \$204,999	\$ 1,087.02	
xxxiv.	\$205,000 to \$209,999	\$ 1,112.01	
xxxv.	\$210,000 to \$214,999	\$ 1,137.00	
xxxvi.	\$215,000 to \$219,999	\$ 1,162.00	
xxxvii.	\$220,000 to \$224,999	\$ 1,186.99	
xxxviii.	\$225,000 to \$229,999	\$ 1,211.98	
xxxix.	\$230,000 to \$234,999	\$ 1,236.97	
xxxx.	\$235,000 to \$239,999	\$ 1,261.95	
xxxxi.	\$240,000 to \$244,999	\$ 1,286.95	
xxxxii.	\$245,000 to \$249,999	\$ 1,311.94	
xxxxiii.	\$250,000 to \$254,999	\$ 1,336.93	
xxxxiv.	\$255,000 to \$259,999	\$ 1,361.92	
xxxv.	\$260,000 to \$264,999	\$ 1,386.91	
xxxvi.	\$265,000 to \$269,999	\$ 1,411.91	
xxxvii.	\$270,000 to \$274,999	\$ 1,436.90	
xxxviii.	\$275,000 to \$279,999	\$ 1,461.88	
xl.	\$280,000 to \$284,999	\$ 1,486.87	
i.	\$285,000 to \$289,999	\$ 1,511.86	
ii.	\$290,000 to \$294,999	\$ 1,536.85	
iii.	\$295,000 to \$299,999	\$ 1,561.85	
iiii.	\$300,000 to \$304,999	\$ 1,586.84	
liv.	\$305,000 to \$309,999	\$ 1,611.83	
lv.	\$310,000 to \$314,999	\$ 1,636.81	
lvi.	\$315,000 to \$319,999	\$ 1,661.80	
lvii.	\$320,000 to \$324,999	\$ 1,686.80	
lviii.	\$325,000 to \$329,999	\$ 1,711.79	
lix.	\$330,000 to \$334,999	\$ 1,736.78	
lx.	\$335,000 to \$339,999	\$ 1,761.77	
lxi.	\$340,000 to \$344,999	\$ 1,786.76	
lxii.	\$345,000 to \$349,999	\$ 1,811.74	
lxiii.	\$350,000 to \$354,999	\$ 1,836.74	
lxiv.	\$355,000 to \$359,999	\$ 1,861.73	
lxv.	\$360,000 to \$364,999	\$ 1,886.72	
lxvi.	\$365,000 to \$369,999	\$ 1,911.71	
lxvii.	\$370,000 to \$374,999	\$ 1,936.70	
lxviii.	\$375,000 to \$379,999	\$ 1,961.70	
lxix.	\$380,000 to \$384,999	\$ 1,986.68	
lxx.	\$385,000 to \$389,999	\$ 2,011.67	
lxxi.	\$390,000 to \$394,999	\$ 2,036.66	
lxxii.	\$395,000 to \$399,999	\$ 2,061.65	
lxxiii.	\$400,000 to \$404,999	\$ 2,086.65	
lxxiv.	\$405,000 to \$409,999	\$ 2,111.64	
lxxv.	\$410,000 to \$414,999	\$ 2,136.63	
lxxvi.	\$415,000 to \$419,999	\$ 2,161.61	
lxxvii.	\$420,000 to \$424,999	\$ 2,186.60	
lxxviii.	\$425,000 to \$429,999	\$ 2,211.59	
lxxix.	\$430,000 to \$434,999	\$ 2,236.59	
lxxx.	\$435,000 to \$439,999	\$ 2,261.58	
lxxxi.	\$440,000 to \$444,999	\$ 2,286.57	
lxxxii.	\$445,000 to \$449,999	\$ 2,311.56	
lxxxiii.	\$450,000 to \$454,999	\$ 2,336.54	
lxxxiv.	\$455,000 to \$459,999	\$ 2,361.54	
lxxxv.	\$460,000 to \$464,999	\$ 2,386.53	
lxxxvi.	\$465,000 to \$469,999	\$ 2,411.52	
lxxxvii.	\$470,000 to \$474,999	\$ 2,436.51	
lxxxviii.	\$475,000 to \$479,999	\$ 2,462.60	
lxxxix.	\$480,000 to \$484,999	\$ 2,486.50	
xc.	\$485,000 to \$489,999	\$ 2,511.48	



**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
xcI.	\$490,000 to \$494,999	\$ 2,536.47	
xcii.	\$495,000 to \$499,999	\$ 2,561.46	
xciii.	\$500,000 to \$1,000,000		
1.	Base Fee	\$ 2,865.25	for the first \$500,000 of valuation
2.	Rate	\$ 4.10	for each additional \$1,000 of valuation or fraction thereof
xciv.	\$1,000,001 to Beyond		
1.	Base Fee	\$ 4,972.74	for the first \$1,000,000 of valuation
2.	Rate	\$ 2.67	for each additional \$1,000 of valuation or fraction thereof
7.	Commercial Building Permit Fees Valuation Table:		
a.	Valuation Table		
i.	Total Valuation up to \$800	\$ 30.18	
ii.	Total Valuation up to \$900	\$ 32.41	
iii.	Total Valuation up to \$1,000	\$ 34.89	
iv.	Total Valuation up to \$1,100	\$ 37.39	
v.	Total Valuation up to \$1,200	\$ 39.89	
vi.	Total Valuation up to \$1,300	\$ 44.87	
vii.	Total Valuation up to \$1,400	\$ 44.87	
viii.	Total Valuation up to \$1,500	\$ 47.36	
ix.	Total Valuation up to \$3,000	\$ 82.04	
x.	Total Valuation up to \$4,000	\$ 88.48	
xi.	Total Valuation up to \$5,000	\$ 107.55	
xii.	Total Valuation up to \$6,000	\$ 113.41	
xiii.	Total Valuation up to \$7,000	\$ 127.13	
xiv.	Total Valuation up to \$8,000	\$ 139.59	
xv.	Total Valuation up to \$9,000	\$ 150.80	
xvi.	Total Valuation up to \$10,000	\$ 164.52	
xvii.	Total Valuation up to \$11,000	\$ 176.98	
xviii.	Total Valuation up to \$12,000	\$ 189.44	
xix.	Total Valuation up to \$13,000	\$ 201.91	
xx.	Total Valuation up to \$14,000	\$ 214.37	
xxi.	Total Valuation up to \$15,000	\$ 226.47	
xxii.	Total Valuation up to \$16,000	\$ 240.54	
xxiii.	Total Valuation up to \$17,000	\$ 253.00	
xxiv.	Total Valuation up to \$18,000	\$ 266.71	
xxv.	Total Valuation up to \$19,000	\$ 277.93	
xxvi.	Total Valuation up to \$20,000	\$ 290.39	
xxvii.	Total Valuation up to \$21,000	\$ 304.10	
xxviii.	Total Valuation up to \$22,000	\$ 316.56	
xxix.	Total Valuation up to \$23,000	\$ 327.78	
xxx.	Total Valuation up to \$24,000	\$ 341.48	
xxxi.	Total Valuation up to \$30,000	\$ 398.82	
xxxii.	Total Valuation up to \$31,000	\$ 407.54	
xxxiii.	Total Valuation up to \$32,000	\$ 415.02	
xxxiv.	Total Valuation up to \$33,000	\$ 426.24	
xxxv.	Total Valuation up to \$34,000	\$ 434.96	
xxxvi.	Total Valuation up to \$35,000	\$ 444.93	
xxxvii.	Total Valuation up to \$36,000	\$ 452.41	
xxxviii.	Total Valuation up to \$37,000	\$ 461.13	
xxxix.	Total Valuation up to \$38,000	\$ 472.35	
xxxx.	Total Valuation up to \$39,000	\$ 481.07	
xxxxi.	Total Valuation up to \$40,000	\$ 488.55	
xxxxii.	Total Valuation up to \$41,000	\$ 499.76	
xxxxiii.	Total Valuation up to \$42,000	\$ 508.49	
xxxxiv.	Total Valuation up to \$43,000	\$ 517.22	
xxxxv.	Total Valuation up to \$44,000	\$ 527.19	
xxxxvi.	Total Valuation up to \$45,000	\$ 535.91	
xxxxvii.	Total Valuation up to \$46,000	\$ 544.63	

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
xxxviii.	Total Valuation up to \$47,000	\$ 554.61	
xliv.	Total Valuation up to \$48,000	\$ 563.33	
i.	Total Valuation up to \$49,000	\$ 572.06	
ii.	Total Valuation up to \$50,000	\$ 582.02	
lii.	For total valuation between \$50,001 and \$100,000		
1.	Base Fee	\$ 582.02	for the first \$50,000 of valuation
2.	Rate	\$ 6.40	for each additional \$1,000 of valuation or fraction thereof
liii.	For total valuation between \$100,001 and \$500,000		
1.	Base Fee	\$ 947.12	for the first \$100,000 of valuation
2.	Rate	\$ 4.91	for each additional \$1,000 of valuation or fraction thereof
liv.	For total valuation between \$500,001 and \$1,000,000		
1.	Base Fee	\$ 3,005.64	for the first \$500,000 of valuation
2.	Rate	\$ 4.19	for each additional \$1,000 of valuation or fraction thereof
lv.	For total valuation of \$1,000,000 and beyond		
1.	Base Fee	\$ 4,972.73	for the first \$1,000,000 of valuation
2.	Rate	\$ 2.67	for each additional \$1,000 of valuation or fraction thereof
8.	Plan Check Fee		
a.	Residential Plan Check	25%	of the permit valuation
b.	Commercial Plan Check	65%	of the permit valuation
9.	New Residential Buildings and Additions Valuation Multiples		
a.	Dwelling Unit Valuation	\$ 90.00	per square ft
b.	Finished Basement Total Valuation	\$ 25.00	per square ft
c.	Unfinished Basement/Wood Frame Garage	\$ 15.00	per square ft
10.	Commercial Permits Fees:		
a.	Commercial Electrical Wiring Permit		
i.	First \$20,000 of Wiring costs (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.)	1.50%	of first \$20,000 of wiring costs
ii.	Wiring costs in excess of \$20,000	0.75%	of wiring costs in excess of \$20,000
b.	Commercial Mechanical Permits		
i.	First \$20,000 of bid amount (Bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.)	1.50%	of first \$20,000 of bid amount
ii.	Bid amount in excess of \$20,000	0.75%	of bid amounts over \$20,000
c.	Commercial Plumbing Permit Fees		
i.	First \$20,000 of bid amount (Bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.)	1.50%	of first \$20,000 of bid amount
ii.	Bid amount in excess of \$20,000	0.75%	of bid amounts over \$20,000
d.	Commercial Re-Roofing Permit Fee	Maximum Fee \$3,000	
i.	First \$20,000 of roofing costs	1%	of first \$20,000 of roofing costs

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
ii.	Roofing costs in excess of \$20,000	0.79%	of roofing costs in excess of \$20,000
11.	Residential Permit Fees:		
a.	Residential Electrical Permits	\$ 5.85	per each electrical service
b.	Residential Mechanical Permit Issuance	\$ 5.10	per installation
c.	Residential Plumbing Permit Fees:		
i.	Unit Fee for each Plumbing	\$ 5.10	per installation
ii.	Unit Fee for each Gas Piping System	\$ 5.10	per installation
d.	Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$30.18 Maximum fee of \$110	of valuation
e.	Signs, Outline Lighting Systems or Marquees:		
i.	Non Electric Sign	\$ 65.00	each
ii.	Electric Sign	\$ 95.00	each
iii.	Structural Review if over 30 feet	\$ 35.00	each
iv.	Billboard	\$ 155.00	each
v.	LED Message Center	\$ 155.00	each
12.	Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):		
a.	Permit Issuance Fee	\$ 30.18	each
b.	Inspections outside of normal business hours (Minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest	per hour
c.	Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest	per hour
d.	Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 per hour hourly cost to City, whichever is greatest	per hour
e.	Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest	per hour
f.	Residential Combination Mechanical Electrical Plumbing (MEP)	\$ 0.08	per square foot total
g.	Residential Combination Energy Code	\$ 55.00	each
h.	Code Enforcement Violations		
i.	First Offense	\$ 35.00	each
ii.	Second Offense, within 1 year of a prior violation	\$ 75.00	each
iii.	Third Offense, and any subsequent offense, within 1 year of a prior violation	\$ 150.00	each
iv.	Appeal code violation to BOA	\$ 150.00	each
i.	Work Commencing before permit fee paid	\$ 125.00	each
13.	Parklet Lease - Fee for leasing on-street parking for a parklet	\$ 1,200.00	per year per stall
14.	Temporary On-Street Construction Parking Permits		
a.	Temporary On-Street Construction Parking Permit (Downtown-Daily)	\$ 10.00	per day
b.	Temporary On-Street Construction Parking Permit (Downtown-Monthly)	\$ 62.00	per month

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 3</b>	<b>FIRE DEPARTMENT</b>		
1.	International Fire Code Permits and Fees:		
a.	Operational Permit Fee	\$ 70.00	each
b.	Construction Permit Fee	\$ 70.00	each
c.	Fine for Failure to Comply with Stop Work Order	\$ 300.00	each
d.	Life Safety License	\$ 125.00	each
e.	Violation of License Requirement Fine	\$ 300.00	each
f.	Site Plan Review	\$ 70.00	each
g.	Structural Plan Review Fees	16%	of Building Permit Valuation
h.	Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater	
i.	Additional acceptance test field inspections	\$ 70.00	each
j.	Fire Sprinkler System Review Fees		
i.	Base Fee	\$ 140.00	each
ii.	Rate	\$ 2.25	per head
k.	Fire Pump Review Fee	\$ 140.00	each
l.	Alarm Response Fee	\$ 150.00	each
m.	Mitigation Reimbursement Fees	Posted fee schedule	
2.	Other Inspection and Fees		
a.	Inspections outside of normal business hours (minimum 2 hour charge)	\$105 per hour or hourly cost to City, whichever is greatest	
b.	Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest	
c.	General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest	
d.	Target Hazard Operational Permits	\$ 70.00	per hour, 1 hour minimum for inspection
e.	Commercial Hood Inspection	\$ 70.00	each
f.	Business and Property (Inspection, Safety, and Protection) License	\$ 40.00	each
3.	Firework Licensing:		
a.	Consumer Fireworks Permit Application Fee	\$ 70.00	each
b.	Consumer Fireworks Wholesale Permit Fee	\$ 140.00	each
4.	Ambulance Service:		
a.	Advanced Life Support (ALS)		
i.	Non-Emergency	\$ 737.00	each
ii.	Resident	\$ 913.00	each
iii.	Non-Resident	\$ 1,168.00	each
iv.	Basic Life Support (BLS) Non-Emergency	\$ 481.00	each
v.	BLS Emergency – In District	\$ 778.00	each
vi.	BLS Emergency – Out of District	\$ 1,026.00	each
vii.	ALS-2	\$ 1,316.00	each
viii.	Critical Care	\$ 1,557.00	each
b.	Mileage:		
i.	BLS Mileage and ALS Mileage – Resident	\$ 16.00	per mile
ii.	BLS Mileage and ALS Mileage – Non-Resident	\$ 20.00	per mile
c.	Treat and Release:		
i.	Basic Evaluate/Treat No Transport	\$ 215.00	each
ii.	BLS Emergency, no transport	\$ 358.00	each
iii.	ALS Emergency, no transport	\$ 413.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
d.	Ambulance Waiting Time	\$ 182.00	per hour
e.	Standby	\$ 176.00	per hour
f.	Empty return leg fee (combine service and mileage rates)		
i.	Service Rate	\$ 176.00	per hour, 1 hour minimum
ii.	Mileage Rate	Standard mileage rate for non-patient transport	
g.	EIRMC INTRA (cancer)	\$ 209.00	each
h.	EIRMC Home to Hospice	\$ 275.00	each
i.	Engine Stand By (Event)	\$ 200.00	per hour
j.	Single Resource with Medical Kit	\$ 80.00	per hour
5.	Vaccine Administration Fee	\$ 40.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 4 IDAHO FALLS POWER &amp; FIBER</b>			
<b>Electrical Service</b>			
1.	Meter Service Installation Fee	\$ 50.00	each
2.	Meter Accuracy Test	\$ 50.00	each
3.	AMI Opt Out – Monthly Charge	\$ 10.00	each
4.	Tampering Reconnection Fee	\$ 200.00	each
5.	Disconnect and Reconnection Fees -		
a.	Residential – Disconnect Fee	\$ 25.00	each
b.	Non-Residential Electric Disconnect Fee	\$ 50.00	each
c.	Non-Residential Electric Reconnect Fee	\$ 50.00	each
6.	Short-term suspension of Electric Service (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)		
a.	Non remote suspension	\$ 50.00	each
b.	Remote suspension	No Charge	
7.	Line Extension for Single Family Home	\$ 1,900.00	per lot
8.	Line Extension for Multi-Family Housing	\$ 900.00	per family unit
9.	Line Extension for Commercial	Actual Cost	
10.	High Density Load Continuous Service Distribution Connection	Projected rationed cost of future distribution line & substation based upon customer peak KW	
11.	High Density Load Credit Risk Deposit New Customer – (24 months to establish credit)	Higher of projected or actual three months bills	
12.	Secondary Service Connection	\$ 100.00	per service
13.	Commercial Rate – Base Energy Charge		
a.	Base Energy Charge	\$ 0.042	per KWH
b.	Power Cost Adjustment	\$ -	per KWH
c.	Demand Charge	\$ 10.00	per KW for all KW, with a minimum demand charge of \$26 per month
14.	Net Metering Commercial Rate		
a.	Base Energy Charge Consumption	\$ 0.042	per KWH
b.	Base Energy Charge Production	\$ 0.042	per KWH
c.	Power Cost Adjustment	\$ -	per KWH
d.	Demand Charge	\$ 10.00	per KW for all KW, with a minimum demand charge of \$26 a month
e.	Energy Credit	Heavy Load Mid-Columbia index price per KWH	
15.	Industrial Rate		
a.	Energy Charge	\$ 0.042	per KWH
b.	Power Cost Adjustment	\$ -	per KWH
c.	Demand Charge	\$ 7.75	per KW for all KW
16.	High Density Load Rate		
a.	Energy Charge	\$ 0.044	per KWH
b.	Demand Charge	\$ 10.00	per KW for all KW
17.	Economic Development Rate (> 1 MW)	Negotiated Rate	
18.	Residential Energy		
a.	Base Energy Charges	\$ 0.069	per KWH
b.	Monthly Service Charge	\$ 22.00	per month
c.	Power Cost Adjustment	\$ -	per KWH
19.	Net Metering Residential Rate		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
a.	Monthly Charge	\$ 22.00	per month
b.	Base Energy Charge Consumption	\$ 0.069	per KWH
c.	Base Energy Charge Production	\$ 0.069	per KWH
d.	Power Cost Adjustment	\$ -	
e.	Energy Credit	Heavy Load Mid-Columbia index price per KWH	
20.	City Street Light Energy Charge	\$ 0.085	per KWH
21.	Temporary or Construction Electric Rate		
a.	Base Energy Charge	\$ 0.069	per KWH
b.	Monthly Service Charge	\$ 35.00	per month
c.	Temporary Service Installation Charge		
i.	Base Charge	\$ 150.00	per installation
ii.	Additional Charge, if Transformer Required	\$ 750.00	each
22.	Large Power Temporary Construction Rate		
a.	Base Energy Charge	\$ 0.042	per KWH
b.	Demand Charge	\$ 15.00	per KW for all KW
c.	Installation Charge, plus labor & material	\$ 1,000.00	per transformer
i.	Labor & Material	Actual Cost	
23.	Clean Certified Energy Rate	\$ 0.003	per KWH
24.	Surge Arrestor – Residential	\$ 4.00	per month
25.	Surge Arrestor – Commercial	\$ 7.00	per month
26.	Security Lighting– Monthly Rate	\$ 20.00	per month
27.	Electric Vehicle (EV) Charging		
a.	EV Charging Station On Customer Meter	\$ 20.00	per month
b.	EV Charging Rate Utility Owned Point of Sale Charger	Actual Costs	
28.	Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge based upon IFP estimated consumption and demand	per site
29.	Transfer Customers Revenue Buyout Surcharges	Service specific proportion of half of the Non-Asset Buyout Cost. Paid over 36 months to 60 months based upon RMP & IFP rate difference.	
30.	Small Wireless Facilities (SWF)		
a.	Monthly Attachment Fee	\$ 22.50	each
b.	Small Wireless Facilities (SWF) Site Application Fees		
i.	Base Fee (Covers up to 5 sites on single application)	\$ 500.00	each application, up to 5 sites per single application
ii.	Additional Site Fee	\$ 100.00	each additional on single application
c.	Un-metered Distributed Communication Equipment & Small Wireless Facilities (SWF) Charge	Monthly charge based upon IFP estimated consumption and demand	per site
d.	Small Wireless Facilities (SWF) new poles	Per IFP Existing Line Extension Fee Policy	
e.	Joint Use On Poles Application Charges		
i.	Base Fee	\$ 100.00	per application
ii.	Rate	\$ 10.00	per pole

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
f.	Joint Use Pole Attachment Fee	FCC Formula Rate Updated Annually	
<b>Public Unlit Fiber Optic Network</b>			
1.	Fiber Optic Disconnection Fee	Estimated Actual Costs	
2.	Subsequent Disconnection Fee within 12 Months of Prior Disconnection	Estimated Actual Costs	
3.	Backbone Service Fee	\$ 1,600.00	per single pair fiber, per month
4.	Construction Costs	Estimated Actual Costs	
5.	Monthly Distribution Access Fee		
i.	Single	\$ 25.00	per month
i.	MDU Complex (new connection post 10/1/2023)	\$ 25.00	per month
ii.	Per Unit Cost	\$ 2.00	per unit up to \$800 max cost
6.	Monthly Point to Point first 36 months	Estimated Actual Costs Amortized	per month
7.	Monthly Point to Point Maintenance post 36 months per pair	\$ 25.00	per mile, per month
<b>Public Open Access Fiber Optic Network</b>			
1.	New Service Provider Setup	\$ 5,000.00	each
2.	Monthly Provider Network Access	\$ 1,000.00	per month
3.	Provider Network to Network Interface (NNI)	Included depending on customer counts	
4.	100 Mbps Business	\$ 27.00	per month
5.	250 Mbps Business	\$ 40.00	per month
6.	500 Mbps Business	\$ 60.00	per month
7.	1 Gbps Business	\$ 80.00	per month
8.	2 Gbps Business	\$ 160.00	per month
9.	5 Gbps Business	\$ 400.00	per month
10.	10 Gbps Business	\$ 800.00	per month
11.	Dedicated Circuit with VLAN	\$ 50.00	
12.	Non-parade route installation	Actual Costs	
13.	Early Network Termination prior to 6 months – Business	\$ 500.00	each
14.	Early Network Termination prior to 12 months – Business	\$ 250.00	each
15.	Modify Provisioning	\$ 5.00	each
16.	New Provisioning – Business	\$ 35.00	each
17.	100 Mbps + Business – Monthly Customer Network Connection	\$ 30.00	per month
18.	250 Mbps + Business – Monthly Customer Network Connection	\$ 40.00	per month
19.	250 Mbps Residential	\$ 23.00	per month
20.	1 Gbps Residential	\$ 27.00	per month
21.	10 Gbps Residential	\$ 100.00	per month
22.	Residential Monthly Customer Network Connection	\$ 25.00	per month
23.	Bulk Access Customer Network Connection	\$ 12.50	per month
24.	Network repair customer caused	Actual costs	
25.	Transfer Provider Prior to One Month	\$ 35.00	each



**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 5 LIBRARY DEPARTMENT</b>			
1.	Overdue Fine	\$ 0.10	per day per item
2.	Maximum Overdue Fine	\$ 5.00	per item
3.	Lost Item	Original retail cost or library's replacement cost, whichever is less	each
4.	Lost or Damaged Barcode	\$ 1.00	each
5.	Lost or Damaged RFID Tag	\$ 1.00	each
6.	Lost or Damaged Jacket Cover	\$ 2.00	each
7.	Lost or Damaged DVD Out of Set	\$ 19.00	per DVD, if able to be ordered separately, otherwise must pay the cost to replace entire set
8.	Lost or Damaged CD Out of Set	\$ 10.00	per CD, if able to be ordered separately, otherwise must pay the cost to replace entire set
9.	Lost or Damaged Cassette Out of Set	\$ 10.00	per cassette, if able to be ordered separately, otherwise must pay the cost to replace entire set
10.	Lost or Damaged Artwork on CD or DVD	\$ 2.00	each
11.	Lost or Damaged Case for CD or DVD		
a.	1 to 14 sleeves	\$ 7.00	each
b.	16-30 sleeves	\$ 11.00	each
c.	CD/DVD/VHS case single	\$ 2.00	each
d.	Cassette Case	\$ 3.00	each
12.	DVD or CD cleaning	\$ 2.00	per cleaning
13.	Torn Page in Book	\$ 2.00	each
14.	Lost or Damaged Spine Label	\$ 1.00	each
15.	Lost Individual Booklet from an Easy Reader Set	\$ 5.00	each
16.	Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed	
17.			
18.	Non-Resident Card Fee	\$ 120.00	each
19.	Inter-Library Loan	\$ 10.00	each
20.	Meeting Rooms:		
a.	Bonneville County Non-Business Groups		
i.	Base Fee	\$ 15.00	for first hour
ii.	Rate	\$ 10.00	each hour or part thereof after
b.	All Other Groups		
i.	Base Fee	\$ 40.00	for first hour
ii.	Rate	\$ 20.00	each hour or part thereof after
c.	Cleaning Fee	Maximum fee of \$50.00	Actual cost to clean and repair the room
d.	Non-Refundable Food Fee	\$ 50.00	each
21.	Copies and Printing		
a.	Black and White		
i.	One sided 8.5 by 11 inch copy	\$ 0.10	per page
ii.	Two sided 8.5 by 11 inch copy	\$ 0.25	per page
iii.	One sided 8.5 by 14 inch copy	\$ 0.15	per page
iv.	Two sided 8.5 by 14 inch copy	\$ 0.30	per page
v.	One sided 11 by 14 inch copy	\$ 0.20	per page
vi.	Two sided 11 by 14 inch copy	\$ 0.40	per page
b.	Color		
i.	One sided 8.5 by 11 inch copy	\$ 0.25	per page
ii.	Two sided 8.5 by 11 inch copy	\$ 0.50	per page

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

<b>Item Number</b>	<b>Department / Division / Item Description</b>	<b>Effective October 1, 2023 Fee</b>	<b>Unit of measurement</b>
iii.	One sided 8.5 by 14 inch copy	\$ 0.30	per page
iv.	Two sided 8.5 by 14 inch copy	\$ 0.60	per page
v.	One sided 11 by 14 inch copy	\$ 0.50	per page
vi.	Two sided 11 by 14 inch copy	\$ 1.00	per page
c.	3d Printing	\$ 0.25	per gram
22.	Obituary look up on microfilm	\$ 5.00	per obituary

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 6</b>	<b>MAYOR'S OFFICE</b>		
	<b>Clerk Licenses and Fees</b>		
1.	Liquor by the Drink:		
a.	Liquor by the Drink Annual License Fee	\$ 562.50	per year
b.	Transfer of Liquor by the Drink License	\$ 100.00	each
c.	Liquor Catering Permit	\$ 20.00	each
2.	Beer:		
a.	Beer Annual On or Off Premises Consumption License	\$ 200.00	per year
b.	Annual Bottled or Canned Beer Off Premises Consumption License	\$ 50.00	per year
c.	Transfer of Annual On or Off Premises Consumption License	\$ 100.00	each
d.	Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$ 25.00	each
e.	License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
f.	Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
g.	License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
3.	Building Contractors:		
a.	Class A License	\$ 225.00	per year
b.	Class B License	\$ 225.00	per year
c.	Class C License	\$ 225.00	per year
d.	Class D License	\$ 150.00	per year
e.	Out of State Reciprocity License	\$ 60.00	per year
f.	In-State Reciprocity License	\$ -	
g.	Late Renewal or Reinstatement of License Fee	\$ 75.00	each
h.	Inactive Contractor's License Fee	\$ 100.00	each
i.	Employee of non-reciprocal contractor continuing education course costs	\$ 50.00	each
j.	Reciprocal contractor continuing education course cost	\$ 100.00	each
4.	Public Right-of-Way Contractors:		
a.	Public Right-of-Way Contractor's License Fee	\$ 75.00	per year
b.	Public Right-of-Way Work Bond	\$ 5,000.00	each
5.	Wine:		
a.	Annual Retail Wine License	\$ 200.00	per year
b.	Annual Wine-By-The-Drink License	\$ 200.00	per year
c.	License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
d.	Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
e.	License Transfer Fee	\$ 100.00	each
f.	License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$ 20.00	each
6.	Lawn Sprinkler and Water Conditioner Installers		
a.	Lawn Sprinkler Contractor License	\$ 125.00	per year
b.	Water Conditioner/Water Softener Installer License	\$ 125.00	per year
c.	Water Condition/Water Softener/Law Sprinkler License renewal	\$ 50.00	per year
7.	Public Conveyance		
a.	Public Conveyance Company	\$ 35.00	per year
b.	Public Conveyance Operator	\$ 35.00	per year

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
8.	Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:		
a.	Idaho Falls Resident Itinerant Merchant's License	\$ 50.00	per year
b.	Bonneville County Resident – Itinerant Merchant Investigation Fee	\$ 50.00	each
c.	Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$ 100.00	each
d.	Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$ 300.00	each
e.	Itinerant Merchant's Bond	\$ 1,000.00	each
f.	Mobile Food Vender's License	\$ 35.00	per year
g.	Door-To-Door Solicitors	\$ 75.00	every two years
9.	Pawnbroker's License	\$ 50.00	per year
10.	Secondhand Precious Metals Dealer License	\$ 30.00	per year
11.	Secondhand Storekeeper License	\$ 30.00	per year
12.	Scrap Dealer License	\$ 50.00	per year
13.	Adult Businesses:		
a.	Fine – Operating without a valid permit	\$ 300.00	each
b.	Application Fee	\$ 100.00	each
c.	Annual Permit Fee	\$ 100.00	per year
d.	Sexually Oriented Business Employee License	\$ 100.00	per year
e.	License Renewal	\$ 25.00	per year
14.	Day Care Licensing:		
a.	Family Child Care License	\$ 100.00	per two years
b.	Group Child Care License	\$ 200.00	per two years
c.	Child Care Center	\$ 275.00	per two years
d.	Child Care Worker Certification	\$ 30.00	per five years
e.	On-Site Non-Provider Certification	\$ 30.00	per five years
f.	Day Care Workers License, Criminal History Registry Check	\$ 30.00	per five years
15.	Sign Licensing:		
a.	Sign Contractor's License	\$ 25.00	per year
b.	Sign Contractor's Bond	\$ 1,000.00	each
c.	Sign Erection Fee	\$ 60.00	each
d.	Electric Sign Fee	\$ 30.00	each
e.	Structural Plan Review Fee	\$ 30.00	each
16.	Dockless Bikeshare Program Licensing		
a.	Bikeshare Business License	\$ 25.00	per Bicycle, E-Bike, E-Scooter, and any other vehicle required to be registered with City.
b.	Dockless Bikeshare Business License Renewal	\$ 40.00	per Bicycle, E-Bike, E-Scooter, and any other vehicle required to be registered with City.
17.	Trees and Shrubbery:		
a.	Private Tree Service Company License Fee	\$ 25.00	per year
b.	Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$ 100.00	each
18.	License Denial Appeal Filing Fee	\$ 50.00	each
19.	Identification Badges:		
a.	Public Conveyance Operator	\$ 10.00	each
b.	Taxi Operator	\$ 10.00	each
c.	Courtesy Vehicle Operator	\$ 10.00	each
d.	Door-To-Door Solicitors	\$ 10.00	each
20.	Clerk's Office License Reprint	\$ 10.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 7</b>	<b>MUNICIPAL SERVICES DEPARTMENT</b>		
1.	Treasury Payments / Utility Billing		
a.	Utility Bill Credit Card Convenience Fee for processing payments using a credit or debit card	Actual Cost of third party processing amount per transaction.	
b.	Utility Service Credit for use of E-Bill	\$ 1.00	per month (credit)
c.	Non-sufficient funds fee	\$ 7.00	
d.	Fee for miscellaneous delinquent accounts not otherwise specified by contract	8% interest, compounded monthly, on 31-day balance, minimum of \$5	
e.	General Late Fee	\$ 25.00	each
2.	Civic Center for the Performing Arts:		
a.	Commercial:		
i.	Performance Using Touring Performers (With Admission)		
1.	Main Performance	Greater of 10%, Gross Ticket Sales, or \$800; \$12,500 Max.	each
2.	Additional Performance	Greater of 10%, Gross Ticket Sales, or \$600; \$12,500 Max.	each
ii.	Performance Using Area Performers (With Admission)		
1.	Main Performance	Greater of 10%, Gross Ticket Sales, or \$600; \$12,500 Max.	
2.	Additional Performance	Greater of 10%, Gross Ticket Sales, or \$300; \$12,500 Max.	
iii.	Meetings or Performance (non-admission)		
1.	Main Session or Performance	\$ 800.00	each
2.	Each Additional Session or Performance	\$ 400.00	each
b.	Non-Profit, Idaho Falls Organization (based in the City of Idaho Falls)		
i.	Performance Using Touring Performers (With Admission)		
1.	Main Performance	\$ 1,500.00	each
2.	Each Additional Performance	\$ 1,500.00	each
ii.	Performance With Area Performers (With Admission)		
1.	Main Performance	\$ 400.00	each
2.	Each Additional Performance	\$ 200.00	each
iii.	Meetings or Performance (Non-admission)		
1.	Main Session	\$ 300.00	each
2.	Each Additional Session or Performance	\$ 200.00	each
c.	Non-Profit, Regional (based in Bonneville, Jefferson, Madison, Fremont, Clark, Teton, Butte, Bingham, Caribou, and Bannock counties)		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
i.	Performance With Area Performers (With Admission)		
1.	Main Performance	\$ 1,725.00	each
2.	Each Additional Performance	\$ 1,725.00	each
ii.	Performance With Area Performers (With admission)		
1.	Main Performance	\$ 460.00	each
2.	Each Additional Performance	\$ 230.00	each
iii.	Meetings or Performance (non-admission)		
1.	Main Session or Performance	\$ 330.00	each
2.	Each Additional Session or Performance	\$ 230.00	each
d.	Non-Profit, Non-Regional (All other non-profit presenters)		
i.	Performance Using Touring Performers (With Admission)		
1.	Main Performance	Greater of 10%, Gross Tickets Sales, or \$800; \$6,000 Max.	each
2.	Each Additional Performance	Greater of 10%, Gross Tickets Sales, or \$400; \$6,000 Max.	each
ii.	Performance with Area Performers (With Admission)		
1.	Main Performance	Greater of 10%, Gross Tickets Sales, or \$600; \$6,000 Max.	each
2.	Additional Performance	Greater of 10%, Gross Tickets Sales, or \$300; \$6,000 Max.	each
iii.	Meetings or Performance (non-admission)		
1.	Main Session or Performance	\$ 800.00	each
2.	Each Additional Session or Performance	\$ 400.00	each
e.	East or West Rehearsal Rooms		
i.	East or West Rehearsal Rooms Rental at same time as renting main Auditorium	\$ 100.00	per event
ii.	East or West Rehearsal Rooms Cleaning Fee (each rental)	\$ 25.00	per event
iii.	East or West Rehearsal Rooms Rental, 1 to 4 hours, without renting main Auditorium	\$ 125.00	Up to 4 hours
1.	Additional Hour, without use of Auditorium	\$ 25.00	per hour
f.	Miscellaneous Auditorium Fees		
i.	Building Facility Fee	\$ 100.00	each
ii.	Building Rental	\$ 200.00	First 3 hours
1.	Additional Hours	\$ 20.00	Each additional hour
iii.	Head Technicians Fee	\$ 30.00	per hour
iv.	Assistant Technician Fee	\$ 25.00	per hour
v.	Stage Hand Fee	\$ 20.00	per hour
vi.	Marley Floor Use	\$ 60.00	per installation
g.	Concession Sales		
i.	Beer and Wine Sales	10%	of Total Sales

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
h.	Civic Marquee Advertising -	Included in rental of auditorium space on day of rental (includes rehearsal in the auditorium)	
i.	Additional Civic Marquee Advertising for events at the Civic (non-profit) - 7-day period for a minimum of 20 exposures of 12 second spots per hour.		
1.	Non-profit	\$ 25.00	each
2.	For-profit	\$ 50.00	each
i.	Live Streaming an event at the Civic (The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.)	\$ 50.00	each
j.	Bookings/Reservation Deposit Fees: (Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.)		
i.	1 Day	\$ 100.00	
ii.	2 Days	\$ 200.00	
iii.	3 or More Days	\$ 300.00	
k.	Additional Fees: -A minimum charge of three hours wages is required for all personnel listed -All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge -The cost of labor in arranging the stage must be paid by the lessee. -The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. -Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.		
i.	Additional Rehearsal Time and Setting Stage (First Three Hours)	\$ 200.00	for up to first 3 hours
ii.	Each Additional Hour	\$ 20.00	per hour
l.	Piano Use (Per performance reservation, one-time)	\$ 50.00	
m.	Piano Tuning	Market Rate	
n.	Expendable Items (Tape, gels, etc)	Charged at replenished costs	
3.	Burglary and Robbery Alarms:		
a.	Third False Alarm Public Nuisance Alarm System Permit	\$ 100.00	each
b.	Fourth False Alarm Public Nuisance Alarm System Permit	\$ 200.00	each
c.	Fifth False Alarm Public Nuisance Alarm System Permit	\$ 300.00	each
d.	Sixth False Alarm Public Nuisance Alarm System Permit	\$ 400.00	each
e.	Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$ 500.00	each
4.	Bus Stop Bench Permit Fee	\$ 10.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
5.	Bus Stop Bench Permit Extension Fee	\$ 5.00	each
6.	Bus Stop Bench Renewal Fee	\$ 5.00	each
7.	Emergency Medical Services Licensing:		
a.	EMS Class I Annual License	\$ 500.00	per year
b.	EMS Class II Annual License	\$ 500.00	per year
c.	EMS Class III Annual License	\$ 250.00	per year
d.	EMS Class IV Annual License	\$ 250.00	per year
e.	Attendant – Ambulance Driver License	\$ 25.00	each



**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 8 PARKS AND RECREATION DEPARTMENT</b>			
1.	Sandy Downs – 2702		
a.	Admission:	\$ 1.00	each
i.	Parking:	\$ 1.00	each
ii.	Parking (Event Holder)	\$ 1.00	each
iii.	Parking (Events)	\$ 5.00	each
iv.	RV Parking Monthly	\$ 150.00	per month
v.	RV Parking Daily	\$ 10.00	per day
b.	Rentals Daily:		
i.	Grandstand Cleaning Deposit (Each Event \$200 non-refundable)	\$ 500.00	each
ii.	Grandstand/Arena	\$ 700.00	per day
iii.	Fire Pit	\$ 20.00	per day
iv.	Arena	\$ 100.00	per day
v.	Water Truck (with operator)	\$ 200.00	per day
vi.	Tractor (with operator)	\$ 200.00	per day
c.	Rodeo Setup/Takedown	\$ 400.00	per day
d.	Stall Arena:		
i.	Horseback Riding Permit – Annual Family	\$ 50.00	per year, per family
ii.	Stall Daily (24 Hour)	\$ 10.00	per day
iii.	Stall Monthly	\$ 45.00	per month
iv.	Tack Room Monthly	\$ 20.00	per month
v.	Horse Walker Monthly	\$ 25.00	per month
vi.	Horseback Riding Permit Annual	\$ 20.00	per year
2.	Parks Rental – 2703		
a.	Shelters/Decks Daily:		
i.	Application Fee (Non-Refundable)	\$ 60.00	per day
ii.	Small Shelter	\$ 114.00	per day
iii.	6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	\$ 150.00	per day
iv.	Band Shell/The Broadway Plaza	\$ 306.00	per day
v.	Multi-Purpose Shelter (Per Event)	\$ 306.00	per day
vi.	Sportsman's Island Deck Area (Upper and Lower)	\$ 360.00	per day
vii.	Sportsman's Park Reservations	\$ 600.00	per day
viii.	Jenson Overlook Deck Area	\$ 60.00	per day
ix.	Memorial Drive Vendor Half-Pad	\$ 78.00	per day
x.	Memorial Drive Vendor Full Pad	\$ 156.00	per day
xi.	Full Memorial Dr. Electric Use	\$ 36.00	per day
xii.	Taylor's Rock Garden (Four Hour Block)	\$ 150.00	per day
xiii.	City Resident camping for Special Events	\$ 60.00	per resident, per day
xiv.	Non-Resident Camping Fees for Special Events	\$ 120.00	per Non-Resident, per day
xv.	Camping Fee for South Tourist Park	\$ 18.00	per night
xvi.	Athletic Field Game Use/Rental (baseball, softball, lacrosse, rugby, etc.)		
1.	Non-resident Fee	\$ 36.00	per day
2.	Resident Fee	\$ 36.00	per day
xvii.	Athletic Field Day Use/Rental Fee (Non-Tournament, League, or Practice)	\$ 114.00	per day
xviii.	Greenbelt Vending Pad Full Pad Weekly permit	\$ 455.00	per day
xix.	Greenbelt Vending pad Half Pad Weekly permit	\$ 227.50	per day
xx.	Greenbelt Vending Pad Full Pad Daily permit	\$ 65.00	per day
xxi.	Greenbelt Vending Pad Half Pad Half Day permit	\$ 32.50	per day
b.	Rentals:		
i.	Picnic Table 1-5 tables delivered to event	\$ 60.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
ii.	Additional Picnic Table	\$ 12.00	each
iii.	Trash Cans	\$ 12.00	each
iv.	Volleyball Set Deposit	\$ 12.00	each
v.	Water Spigot Deposit	\$ 120.00	each
vi.	Bleacher	\$ 48.00	per unit
vii.	Fencing for Ballfields	\$ 240.00	each
viii.	Fencing (Up to 200 Feet)	\$ 240.00	up to 200 feet
ix.	Additional Fencing (Beyond 200 Feet)	\$ 0.25	per foot
x.	Canopy (15' X 15')	\$ 90.00	each
xi.	Canopy (20' X 40')	\$ 300.00	each
c.	Banners (Set of 10)	\$ 180.00	first set of 10
i.	Additional Banner(s) (Each)	\$ 14.00	each
d.	Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$ 600.00	each
e.	Memorials		
i.	Memorial Bench	\$ 840.00	each
ii.	Remembrance Tree	\$ 480.00	each
3.	Weed Control – 2705		
a.	Tractor with Operator (Hour)	\$ 100.00	per hour
b.	Hand Work per Operator (Hour)	\$ 35.00	per hour
c.	Enforcement Administration Fee (Per Lien)	\$ 100.00	per lien
d.	Lien Placement Fee (Per Lien)	\$ 25.00	per lien
4.	Idaho Falls Raceway – 2706		
a.	Admission	\$ 1.00	each
b.	Parking	\$ 5.00	each
c.	Parking (Event Holder)	\$ 1.00	each
d.	Parking (Events)	\$ 1.00	each
e.	Parking RV Daily	\$ 10.00	per day
f.	Practice Rider/Driver	\$ 20.00	each
g.	Practice Rider 10 Punch Pass	\$ 150.00	each
h.	Practice Season Pass	\$ 250.00	each
i.	Event Rental	\$ 500.00	each
j.	Concession Booth Rental (Event)	\$ 100.00	per event
5.	Horticulture/Forestry – 2707		
a.	Tree Trimming/Removal Permit	\$ 10.00	each
b.	Arborist (Hour)	\$ 50.00	per hour
c.	Lift Truck with Operator (Hour)	\$ 100.00	per hour
d.	Hand Work per Operator (Hour)	\$ 35.00	per hour
e.	Enforcement Administration Fee (Per Lien)	\$ 100.00	per lien
f.	Lien Placement Fee (Per Lien)	\$ 25.00	per lien
6.	Activity Center – 2708		
a.	Small Rental (East and West Rooms 2 Hour Minimum)	\$ 24.00	each
b.	Large Rental (South Room 2 Hour Minimum)	\$ 32.00	each
c.	Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$ 56.00	each
d.	Kitchen Rental	\$ 144.00	each
e.	Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$ 240.00	each
7.	Cemetery – 2901		
a.	Burial Space (In Ground)		
i.	Adult/Child Up-Right Section	\$ 750.00	each
ii.	Adult/Child Fielding Flat Section	\$ 600.00	each
iii.	Infant (Under 1 Year) (Infant Section Only)	\$ 300.00	each
iv.	Perpetual Grave Space Fee	\$ 200.00	per space
b.	Burials (In Ground)		
i.	Opening/Closing Adult/Child	\$ 500.00	each
ii.	Opening/Closing Infant (Under 1 Year Old)	\$ 350.00	each
iii.	Opening/Closing Cremation (Urn in Ground)	\$ 250.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
iv.	Saturday/Holiday Burial	\$ 300.00	each
v.	After 4:30 p.m. Burial (If staff is required after 4:30 p.m.)	\$ 300.00	each
vi.	Propane fee for ground thaw (If used winter burials)	\$ 50.00	each
vii.	Saturday/Late Notice (-48 Business Hours or Less)	\$ 300.00	each
c.	Niche Wall		
i.	Niche Wall Space (Max 4 per Person)	\$ 700.00	each
iii.	Perpetual Niche Wall Fee (Per Space)	\$ 200.00	each
iv.	New Plaque	\$ 100.00	each
v.	Burials (Niche Wall)		
d.	Opening/Closing	\$100.00 Less Labor	each
i.	Saturday/Holiday	\$200.00 Less Labor	each
e.	Disinterment:		
i.	Disinterment Adult/Child	\$ 1,500.00	each
ii.	Disinterment Infant	\$ 500.00	each
iii.	Disinterment Cremation (In Ground)	\$ 300.00	each
iv.	Disinterment Cremation – Niche wall	\$ 100.00	each
f.	Additional Fees		
i.	Cemetery Plot Ownership processing Fee	\$ 10.00	each
ii.	Deed Transfer Fee (\$10 for one \$40 max)	\$20-\$40	each
8.	Melaleuca Field		
a.	Melaleuca Field Rental	\$ 1,000.00	per day
b.	Melaleuca Capital Surcharge	\$ 1.00	per entry
c.	Melaleuca Field Partial Rental	\$ 400.00	each
9.	Tautphaus Park Zoo – 2704		
a.	Admission		
i.	Regular Admission – Adult		
1.	Non-Resident	\$ 9.00	each
2.	Resident	\$ 6.00	each
ii.	Regular Admission – Child (3-12 Years)		
1.	Non-Resident	\$ 6.00	each
2.	Resident	\$ 4.00	each
3.	Military Rate	\$ 7.00	each
iii.	Regular Admission – Senior (62+)		
1.	Non-Resident	\$ 7.50	each
2.	Resident	\$ 5.50	each
iv.	Regular Admission – 2 and under	Free	
v.	Educational/Group – Adult	\$ 8.00	each
vi.	Educational/Group – Child (3-12 Years)	\$ 5.50	each
vii.	Educational/Group – Senior (62+)	\$ 6.50	each
viii.	Educational/Group – 2 and under	Free	
ix.	Non-Tax Group – Adult	\$ 6.67	each
x.	Non-Tax Group – Child (3-12 Years)	\$ 4.31	each
xi.	Non-Tax Group – Senior (62+)	\$ 5.25	each
xii.	Non-Tax Group – 2 and under	Free	
xiii.	Local and Global Conservation Fund	\$ 0.50	per admission
b.	Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$ 75.00	each
c.	Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$ 5.00	each
d.	Program Fees:		
i.	45 Minute Class – Tots		
1.	Member	\$ 13.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
2.	Non-member	\$ 15.00	each
ii.	60 Minute Class – K through 2 <sup>nd</sup>		
1.	Member	\$ 16.00	each
2.	Non-member	\$ 20.00	each
iii.	90 Minute Class – 3 <sup>rd</sup> through 5 <sup>th</sup>		
1.	Member	\$ 24.00	each
2.	Non-member	\$ 30.00	each
iv.	3 Hour Class – 6 <sup>th</sup> through 8 <sup>th</sup>		
1.	Member	\$ 32.00	each
2.	Non-member	\$ 40.00	each
v.	6-7 Hour Zoo Class		
1.	Member	\$ 48.00	each
2.	Non-member	\$ 60.00	each
vi.	3 Hour Class – Week-long (7-9 Years)	\$ 100.00	each
vii.	3 Hour Class – Week-long (7-9 Years) Members	\$ 80.00	each
viii.	7 Hour Class – Week-long (10-12 Years)	\$ 160.00	each
ix.	7 Hour Class – Week-long (10-12 Years) Members	\$ 128.00	each
x.	Behind the Scenes Tours	\$ 50.00	each
xi.	Behind the Scenes Tours Members	\$ 40.00	each
xii.	One-Stop Behind the Scenes Look Zoo Member	\$ 10.00	each
xiii.	One-Stop Behind the Scenes Look Non-Member	\$ 15.00	each
xiv.	Overnight Safari	\$ 55.00	each
xv.	Overnight Safari Members	\$ 50.00	each
xvi.	Group Overnight Safari	\$ 50.00	each
xvii.	Group Overnight Safari Members	\$ 40.00	each
xviii.	Junior Zoo Crew Members	\$ 72.00	each
xix.	Junior Zoo Crew Nonmembers	\$ 90.00	each
xx.	Late Pick-up Fee	\$ 5.00	every 15 minutes
xxi.	Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$ 5.00	each
xxii.	Keeper for a Day	\$ 100.00	each
xxiii.	Guest Speaker Series		
1.	Adult (18+)		
a.	Non-Resident	\$ 10.00	each
b.	Resident	\$ 5.00	each
c.	School Group (\$2.82 Tax exempt)	\$ 3.00	each
2.	Child / Student (College or below)		
a.	Non-Resident	\$ 5.00	each
b.	Resident	\$ 3.50	each
c.	School Group (\$2.82 Tax exempt)	\$ 3.00	each
3.	Two years old and under		
a.	Non-Resident	\$ 10.00	each
b.	Resident	\$ 5.00	each
c.	School Group (\$2.82 Tax exempt)	\$ 3.00	each
4.	Family of 4+		
a.	Non-Resident	\$ 20.00	each
b.	Resident	\$ 15.00	each
5.	TPZS Members	\$ 1.00	each
xxiv.	Family Nature Program (per person)		
1.	TPZS Member	\$ 45.00	each
2.	Non-member	\$ 50.00	each
xxv.	Evening After Hours Private Events	\$ 75.00	each
e.	Rental Fees		
i.	Main Zoo Tent Rental - Per Hour During Regular Hrs	\$ 100.00	an hour

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
ii.	Main Zoo Tent Rental - Per Hour After Regular Hrs	\$ 200.00	an hour
iii.	Animal Encounter Show	\$ 35.00	each
iv.	Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50.00	each
v.	Costume Character Appearance (1/2 Hour)	\$ 50.00	each
vi.	Tent (10' X 10')	\$ 35.00	each
vii.	Tent (20' X 40')	\$ 120.00	each
viii.	Large Tent (40' x 90') Rental	\$ 1,500.00	a day
ix.	Large Tent (40' x 90') 4-Wall Rental	\$ 500.00	a day
x.	Wagon/Stroller Rental	\$ 5.00	each
xi.	Single Maeck Center Classroom Hourly	\$ 200.00	per hour
xii.	Single Maeck Center Classroom Daily (eight-hours)	\$ 500.00	Maximum a day
xiii.	All Three Maeck Center Classrooms Daily (eight-hours)	\$ 1,500.00	Maximum a day
xiv.	Cleaning Deposit (refundable)	\$ 100.00	each
f.	Parties and Gatherings:		
i.	Birthday Package (only 10 a.m. or 2 p.m.) (\$50 non-refundable deposit)	\$ 150.00	each
ii.	Daytime Event (\$25 non-refundable deposit)	\$ 175.00	each
iii.	Daytime Event (\$100 non-refundable deposit)	\$ 250.00	each
iv.	Private Evening Event (\$200 non-refundable deposit)	\$ 650.00	each
v.	Off Season Birthday Party	\$ 200.00	each
g.	Penguin Interaction:		
i.	Adult	\$ 40.00	each
ii.	Child (4-12)	\$ 30.00	each
iii.	Group Discount (6 or more people)	20%	Discount
h.	Volunteer Led Programs:		
i.	Onsite Tours (Max 25 People)	\$ 20.00	each
ii.	Offsite Outreach (40 people or less)		
1.	Within Districts No. 91 and No. 93 (Non-Profit)	\$ 49.50	each
2.	Within Districts No. 91 and No. 93 (Profit)	\$ 60.50	each
3.	Outside Districts No. 91 and No. 93 (Up tp 30 Mile Radius)	\$ 66.00	each
4.	Outside D91/D93 Between 30-50 Mile Radius	\$ 77.00	each
5.	Any Second Program on the Same Day as First	\$ 38.50	each
iii.	Offsite Outreach (40 – 100 People)		
1.	Within Districts No. 91 and No. 93 (Non-Profit)	\$ 110.00	each
2.	Within Districts No. 91 and No. 93 (Profit)	\$ 137.50	each
3.	Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$ 137.50	each
4.	Outside Districts No. 91 and No. 93 (Over 100 Mile Radius)	\$ 275.00	each
5.	Any Second Program on the Same Day as First	\$ 44.00	each
iv.	Offsite Outreach (Over 100 People)		
1.	Within Districts No. 91 and No. 93 (Non-Profit)	\$ 130.00	each
2.	Within Districts No. 91 and No. 93 (Profit)	\$ 130.00	each
3.	Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$ 165.00	each
4.	Any Second Program on the Same Day as First	\$ 40.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
i.	Long Distance Outreach:		
i.	50-100 Miles	\$ 120.00	each
ii.	101-150 Miles	\$ 170.00	each
iii.	151-200 Miles	\$ 220.00	each
iv.	Additional Programs Fees (Same Day up to 3)	\$ 70.00	each
v.	Per Mile Fee (Round Trip Mileage)	\$ 0.83	per mile
j.	Zoo Traveling Trunks	\$ 10.00	per trunk, per week, plus shipping costs
k.	Zoorific Family Fun Days		
i.	TPZS Member	\$ 10.00	each
ii.	Non-Member	\$ 12.00	each
l.	One Day Holiday Education Program		
i.	TPZS Member	\$ 4.00	each
ii.	Non-Member	\$ 7.00	each
m.	Fully Staffed Kids Zoo during after hours events	\$ 100.00	each
10.	War Bonnet		
a.	Admission		
i.	Child (any night)	\$ 10.00	each
ii.	Adult Thursday night	\$ 25.00	each
iii.	Adult Friday night	\$ 25.00	each
iv.	Adult Saturday night	\$ 30.00	each
v.	Hospitality Tent (any night)	\$ 75.00	each
b.	VIP Table (4 Seats)		
i.	Thursday and Friday Night	\$ 200.00	each
ii.	Saturday Night	\$ 250.00	each
c.	Booths		
i.	Food Booth	\$ 600.00	each
ii.	Standard Non-Food Booth	\$ 200.00	each
11.	Recreation – 4801, 4802, 4805, 4806		
a.	Temporary Concession Permit (One Day Per Site/Per Stand)	\$ 35.00	each
b.	Special Event Dispensing Permit		
i.	Base Fee	\$ 60.00	each
ii.	Rate	3%	of Gross Sales on Dispensing
c.	Alcohol Sales Fee		
i.	Base Fee	\$ 120.00	each
ii.	Rate	10%	of gross sales over \$2,000
d.	Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do not remit payment for a balance own by the due date.	10% of amount due or \$30, whichever is greater	
e.	Ice Arena		
i.	Ice Rental Fee (Travel tournament, private rental.)	\$ 350.00	per hour
ii.	Ice Rental Fee (Weekend public skate time)	\$ 600.00	all day rental
iii.	Public Skate Friday Tournament Fee	\$ 1,000.00	each
iv.	Public Skate Saturday Tournament Fee	\$ 1,600.00	each
v.	Ice Arena – Lobby Rental/4hr	\$ 240.00	each
vi.	Special Event Admission	\$ 12.00	each
vii.	Public Skate Admission (Any Public Time: Public, Freestyle, Stick & Shoot, Pick-up Hockey, Etc Time)		
1.	Ages 4-12	\$ 7.20	each
2.	Ages 13 + Residents	\$ 12.00	each
3.	Ages 13+ Non Residents	\$ 16.00	each
4.	Senior	\$ 6.60	each
viii.	Stick, Shoot, and Freestyle		
1.	Youth	\$ 7.20	each
2.	Adult Ages 13+	\$ 8.10	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
3.	Senior	\$ 7.20	each
ix.	10 Punch Pass		
1.	Ages 4-12	\$ 60.00	each
2.	Ages 13 +	\$ 513.00	each
3.	Ages 13+ Non Residents	\$ 537.00	each
4.	Senior	\$ 54.00	each
x.	30 Punch Pass		
1.	Ages 4-12	\$ 171.00	each
2.	Ages 13 +	\$ 198.00	each
3.	Senior	\$ 153.00	each
xi.	Annual Pass		
1.	Ages 4-12	\$ 408.00	each
2.	Ages 13 +	\$ 512.40	each
3.	Senior	\$ 408.00	each
f.	Ice Skate Rentals/Lessons		
i.	Program Participant Equipment Rental Fee	\$ 120.00	each
ii.	Skate Aide	\$ 3.00	each
iii.	Ice Skates Rental		
1	Residents	\$ 5.40	each
2	Non Resident	\$ 6.40	each
iv.	Ice Skating Lessons		
1	Residents	\$ 77.00	each
2	Non Resident	\$ 91.00	each
v.	Ice Skating Lesson with Rentals	\$ 94.00	each
vi.	Adult Skating Lesson (Drop in)	\$ 16.00	each
vii.	Adult Skating Lesson (Drop in with Rentals)	\$ 19.20	each
viii.	Power Skating and edge control clinic	\$ 18.00	each
ix.	Private Ice Skating Instruction	\$ 36.00	per half hour
g.	Special Event Admission		
i.	Laser Light Skate Night	\$ 8.40	each
ii.	Halloween Party	\$ 8.40	each
h.	Recreation Center		
i.	Special Event Admission	\$ 12.00	each
ii.	Youth/Senior Admission (Basketball/Pickleball/Weight Room/ Racquetball)	\$ 5.40	each
iii.	Adult Admission (Basketball/Pickleball/Weight Room/ Racquetball)		
1	Resident	\$ 7.00	each
2	Non Resident	\$ 11.00	each
iv.	Youth/Senior - Rec Center 10-punch pass	\$ 42.00	each
v.	Adult - Rec Center 10-punch pass	\$ 54.00	each
vi.	Youth/Senior – Year Pass	\$ 159.60	per year
vii.	Adult – Year Pass Pass (10 punch, Businessmen's, Yearly)		
1.	Resident	\$ 200.00	per year
2.	Non Resident	\$ 214.00	per year
viii.	Yearly Businessmen's Basketball Pass (Noon Ball)	\$ 90.00	each
ix.	Recreation Center Full day rental - 5 hours or more	\$ 350.00	each
x.	Recreation Center Hourly Rental	\$ 60.00	per hour
xi.	Recreation Center half court rental	\$ 30.00	per hour
xii.	Recreation Center Meeting room	\$ 40.00	each
i.	Yoga at the Recreation Center	\$ 200.00	each
i.	Adult	\$ 6.60	each
ii.	Senior	\$ 5.70	each
iii.	Adult – 10-punch Pass	\$ 60.65	each
iv.	Senior – 10-punch Pass	\$ 42.00	each
j.	Fitness Class / 4801		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
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Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
i.	Youth/Seniors	\$ 6.90	each
ii.	Adult	\$ 7.80	each
iii.	10-punch – Youth/Seniors	\$ 57.00	each
iv.	10-punch – Adults	\$ 66.00	each
k.	Basketball		
i.	League Fees		
1.	High School Basketball League		
a.	Non-Resident	\$ 84.00	each
b.	Resident	\$ 74.00	each
2.	Jr. High School Basketball League		
a.	Non-Resident	\$ 84.00	each
b.	Resident	\$ 74.00	each
3.	Jr. Basketball League		
a.	Non-Resident	\$ 67.20	each
b.	Resident	\$ 60.00	each
4.	Youth Player Fee		
a.	Non-Resident	\$ 76.57	each
b.	Non-Resident Without Jersey	\$ 69.46	each
c.	Resident	\$ 60.42	each
d.	Resident Without Jersey	\$ 54.06	each
5.	Jr. High Player Fee		
a.	Non-Resident	\$ 94.38	each
b.	Non-Resident Without Jersey	\$ 87.26	each
c.	Resident	\$ 74.74	each
d.	Resident Without Jersey	\$ 68.38	each
6.	High School Player Fee		
a.	Non-Resident	\$ 94.38	each
b.	Non-Resident Without Jersey	\$ 87.26	each
c.	Resident	\$ 74.74	each
d.	Resident Without Jersey	\$ 68.38	each
ii.	Basketball Skills		
1.	Non-Resident	\$ 54.00	each
2.	Resident	\$ 48.00	each
iii.	Cleave Lewis Basketball Skills Camp		
1.	Non-Resident	\$ 69.46	each
2.	Resident	\$ 54.06	each
iv.	Cleave Lewis Basketball Camp		
1.	Non-Resident	\$ 121.09	each
2.	Resident	\$ 98.58	each
v.	Youth Basketball Camp		
1.	Non-Resident	\$ 55.20	each
2.	Resident	\$ 41.34	each
vi.	Summer Camp	\$ 75.00	each
vii.	Jr. League	\$ 54.00	each
viii.	Women's and Men's League Summer, Spring, and Fall	\$ 693.62	each
ix.	Men's League Winter	\$ 761.29	each
x.	Hispanic League	\$ 693.62	each
xi.	Women's League	\$ 693.62	each
l.	Softball/Baseball		
i.	League Fees		
1.	Youth Day League Player Fee		
a.	Non-Resident	\$ 78.36	each
b.	Non-Resident Without Jersey	\$ 71.23	each
c.	Resident	\$ 62.02	each
d.	Resident Without Jersey	\$ 55.66	each
2.	Idaho Falls Youth Baseball Player Fee	\$ 157.42	each
3.	Girls Fastpitch Team Fee	\$ 1,013.36	each
4.	Fast Pitch Tournaments	\$ 719.00	each
5.	Men's Fall Softball Team Fee	\$ 922.01	each
6.	Men's Summer Softball Team fee	\$ 1,421.08	each



**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
7.	Adult Softball Competitive Men's League		
a.	Non-Resident	\$ 1,128.00	per team
b.	Resident	\$ 1,008.00	per team
8.	Adult Softball Competitive Co-Ed Fall		
a.	Non-Resident	\$ 1,128.00	per team
b.	Resident	\$ 1,008.00	per team
9.	Co-ed Competitive Summer Team Fee	\$ 1,421.08	per team
10.	Co-ed Summer Softball Team Fee	\$ 930.47	per team
11.	Co-ed Fall Softball Team Fee	\$ 922.01	per team
ii.	Equipment Rental		
1.	Portable Pitching Mound	\$ 240.00	per day
2.	Pitching Machine/Softball & Baseball Bases/chalk machine	\$ 60.00	each rental
iii.	Bobbie Sox Softball		
1.	Non-Resident	\$ 59.00	each
2.	Resident	\$ 53.00	each
iv.	Knothole Baseball		
1.	Non-Resident	\$ 59.00	each
2.	Resident	\$ 53.00	each
v.	Pitching Mound Re-Build	\$ 240.00	each
vi.	Baseball/Softball Game Non-Chalked Field Use Fee		
1.	Non-Resident	\$ 60.00	each
2.	Resident	\$ 60.00	each
vii.	Baseball/Softball Game Chalked Field Use Fee		
1.	Non-Resident	\$ 40.00	each
2.	Resident	\$ 40.00	each
viii.	Park Impact Fee- 50-99 People	\$ 60.00	each
m.	Football		
i.	Football Field set up Fee - Measuring, string, and painting initial football field lines.	\$ 120.00	each
ii.	Youth Player Fee		
1.	Non-Resident	\$ 71.23	each
2.	Non-Resident Without Jersey	\$ 64.10	each
3.	Resident	\$ 55.66	each
4.	Resident Without Jersey	\$ 49.30	each
n.	Flag Football		
i.	Youth	\$ 60.00	each
ii.	Adult	\$ 540.00	each
o.	Individual Recreation Program Fee		
ii.	Resident	\$ 76.00	each
ii.	Non Resident	\$ 90.00	each
p.	Specialized Recreation Program Fee (Excessive Resources Used)		
i.	Resident	\$ 180.00	each
ii.	Non-Resident	\$ 194.00	each
q.	T-Ball & Pitching Machine		
i.	Non-Resident	\$ 60.00	each
ii.	Resident	\$ 52.80	each
r.	Soccer		
i.	Soccer Field Setup Fee - Measuring, stringing, and painting initial soccer field lines.	\$ 250.00	each
ii.	Men's Soccer League	\$ 66.00	each
iii.	Clinics 12 U	\$ 60.00	each
iv.	Clinics 10 U	\$ 60.00	each
v.	Clinics 8 U	\$ 42.00	each
s.	Tennis Lessons		
i.	Non-Resident	\$ 42.00	each
ii.	Resident	\$ 37.50	each
t.	Tennis Camp	\$ 30.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
u.	Volleyball		
i.	Youth Player Fee		
1.	Non-Resident	\$ 71.23	each
2.	Non-Resident Without Jersey	\$ 64.10	each
3.	Resident	\$ 55.66	each
4.	Resident Without Jersey	\$ 49.30	each
ii.	Volleyball Registration		
1.	Non-Resident	\$ 54.00	each
2.	Resident	\$ 48.00	each
iii.	Co-ed Sand Volleyball	\$ 360.00	each
v.	Taiko Drumming	\$ 225.00	each
w.	Dance Lessons	\$ 42.00	each
x.	Running Program	\$ 72.24	each
y.	Jr. Posse Program	\$ 55.86	each
z.	Preschool Gym		
i.	Single Child	\$ 2.40	each
aa.	Lil' Sports Programs		
i.	Lil' Sports Programs	\$ 55.86	each
ii.	Science Workshops	\$ 150.00	each
iii.	Dirt Bike Clinic		
1.	Youth	\$ 90.00	each
2.	Adult	\$ 120.00	each
ab.	Cyclocross Bike Races		
i.	Great Pumpkin Cross	\$ 24.00	each
ii.	Blue Goose	\$ 24.00	each
ac.	Breakfast with Santa	\$ 9.60	each
ad.	Daddy Daughter Date	\$ 96.00	each
ae.	Dinner and a Movie	\$ 36.00	each
af.	Skateboard Programs		
ag.	Skateboard Competition	\$ 18.00	each
ah.	Fishing Buddies Clinic	\$ 36.00	each
ai.	Fishing Clinic	\$ 45.60	each
aj.	Road Closure Equipment Rentals		
i.	Cones, Candle Stick, A-Frames Rental Resident	\$ 6.00	per day
ii.	Cones, Candle Stick, A-Frames Replacement	\$ 48.00	each
iii.	Cones, Candle Stick, A Frame Rentals Non Resident	\$ 9.00	per day
iv.	A-Frame Replacement	\$ 72.00	each
v.	Posse Program Fees	\$ 130.00	per rider
ak.	City Market		
i.	City Market Membership	\$ 60.00	per season
ii.	City Market Member Rate	\$ 12.00	per week
iii.	City Market Non-Member Rate	\$ 24.00	per week
al.	Spigot Rental and/or Replacement	\$ 175.00	each
am.	Team Recreation Program and/or Tournament Fee	\$ 1,014.00	each
12.	Wes Deist Aquatic Center Fees – 4803		
a.	Past 30 Day Late Fee (reoccurs per every 30 days late) - Applied to user groups, & Patrons when they do not remit payment for a balance own by the due date	10% of amount due or \$30, whichever is greater	
b.	Special Event Admission	\$ 12.00	each
c.	Membership Fees		
i.	Senior		
1.	1-Month Senior		
a.	Non-Resident	\$ 73.58	each
b.	Resident	\$ 65.10	each
2.	3-Month Senior		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
a.	Non-Resident	\$ 193.87	each
b.	Resident	\$ 172.36	each
3.	6-Month Senior		
a.	Non-Resident	\$ 347.54	each
b.	Resident	\$ 312.73	each
4.	1-Year Senior		
a.	Non-Resident	\$ 617.83	each
b.	Resident	\$ 555.29	each
ii.	Adult		
1.	1-Month Adult		
a.	Non-Resident	\$ 89.64	each
b.	Resident	\$ 77.54	each
2.	3-Month Adult		
a.	Non-Resident	\$ 217.08	each
b.	Resident	\$ 193.02	each
3.	6-Month Adult		
a.	Non-Resident	\$ 388.02	each
b.	Resident	\$ 348.40	each
4.	1-Year Adult		
a.	Non-Resident	\$ 573.68	each
b.	Resident	\$ 515.94	each
iii.	Couple (Couple is 2 People from the Same Household)		
1.	1-Month		
a.	Non-Resident	\$ 144.34	each
b.	Resident	\$ 127.64	each
2.	3-Month Couple		
a.	Non-Resident	\$ 391.70	each
b.	Resident	\$ 352.08	each
3.	6-Month Couple		
a.	Non-Resident	\$ 573.68	each
b.	Resident	\$ 515.94	each
4.	1-Year Couple		
a.	Non-Resident	\$ 735.29	each
b.	Resident	\$ 660.85	each
iv.	Family (Family is up to 5 people in the Same Household)		
1.	1-Month Family		
a.	Non-Resident	\$ 207.74	each
b.	Resident	\$ 186.23	each
2.	3-Month Family		
a.	Non-Resident	\$ 450.29	each
b.	Resident	\$ 404.71	each
3.	6-Month Family		
a.	Non-Resident	\$ 735.29	each
b.	Resident	\$ 660.85	each
4.	1-Year Family		
a.	Non-Resident	\$ 1,228.02	each
b.	Resident	\$ 1,104.34	each
5.	1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)		
a.	Non-Resident	\$ 32.27	each
b.	Resident	\$ 28.58	each
6.	3-Month Family Add-On		
a.	Non-Resident	\$ 42.17	each
b.	Resident	\$ 37.36	each
7.	6-Month Family Add-On		
a.	Non-Resident	\$ 62.54	each
b.	Resident	\$ 55.48	each
8.	1-Year Family Add-On		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
a.	Non-Resident	\$ 103.02	each
b.	Resident	\$ 92.27	each
d.	Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)		
i.	Adult Everything Punch Card		
1.	Non-Resident	\$ 71.00	each
2.	Resident	\$ 61.13	each
ii.	Senior/Child (62 + and 12 and Under) Everything Punch Card		
1.	Non-Resident	\$ 58.58	each
2.	Resident	\$ 53.50	each
e.	Daily Fees		
i.	Adult (13 +) Admission		
1.	Non-Resident	\$ 12.00	each
2.	Resident	\$ 8.00	each
ii.	Senior/Child (62 + and 12 and Under) Military/Handicap		
1.	Non-Resident	\$ 6.50	each
2.	Resident	\$ 5.94	each
iii.	Pre-School (3 & Under) – Swim Diaper Included		
1.	Non-Resident	\$ 4.81	each
2.	Resident	\$ 4.52	each
iv.	Wading Pool Admission Only (17 years and younger, parents/guardians get in free with paying child)	\$ 4.80	each
f.	Fitness Classes Daily		
i.	Adult (13 +)		
1.	Non-Resident	\$ 7.92	each
2.	Resident	\$ 7.08	each
ii.	Senior/Child (62 + and 12 and Under)		
1.	Non-Resident	\$ 4.81	each
2.	Resident	\$ 7.08	each
g.	Birthday Parties		
i.	Residents	\$ 105.00	each
ii.	Non Residents	\$ 115.00	each
h.	Group Rates (Pre-Arranged Groups Only)		
i.	10-19 in Group	\$ 5.94	each
ii.	20-29	\$ 5.66	each
iii.	30 +	\$ 5.38	each
iv.	Group Instructor Fee (one hour, for up to 8 students)	\$ 20.38	each
i.	Facility Rentals		
i.	Up to 50 Swimmers (Per Hour)	\$ 198.00	per hour
ii.	Up to 100 Swimmers (Per Hour)	\$ 222.00	per hour
iii.	Up to 150 Swimmers (Per Hour)	\$ 294.00	per hour
iv.	Up to 200 Swimmers (Per Hour)	\$ 366.00	per hour
v.	Up to 250 Swimmers (Per Hour)	\$ 438.00	per hour
vi.	Up to 300 Swimmers (Per Hour)	\$ 510.00	per hour
vii.	Up to 350 Swimmers (Per Hour)	\$ 582.00	per hour
viii.	Up to 400 Swimmers (Per Hour)	\$ 654.00	per hour
ix.	Wading Pool Only (During Hours the Main Pool is Already Open)	\$ 78.00	per hour
x.	Wading Pool Only (During Hours the Main Pool is Not Open)	\$ 93.60	per hour
xi.	Room Rental	\$ 11.89	per hour
j.	Lessons		
i.	Full Size Lessons (8 Days)		
1.	Non-Resident	\$ 252.00	each
2.	Resident	\$ 125.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
ii.	Half Size Lessons (8 Days)		
1.	Non-Resident	\$ 124.32	each
2.	Resident	\$ 111.00	each
iii.	Private (One ½ Hour Class)	\$ 31.13	each
iv.	Semi-Private (One ½ Hour Class)	\$ 40.50	each
k.	School Fees (tax exempt)		
i.	School Group Lessons	\$ 5.70	each
ii.	High School PE Classes	\$ 4.20	each
iii.	High School PE Aerobics	\$ 6.00	each
iv.	Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$ 4.80	each
l.	Kayaking		
i.	Open Boat	\$ 10.19	each
ii.	Group Instructor Fee	\$ 9.00	each
m.	Late Fees for Programs (for those who register after the deadline)	\$ 6.00	each
n.	Daily Themed Programs	\$ 18.00	each
o.	Lane Rentals (USA/High School/Non-Profit)		
i.	Resident	\$ 13.20	each
ii.	Non Resident	\$ 26.00	each
p.	Swim Team Fees		
i.	Lane Hours (High Schools)	\$ 18.00	each
ii.	Lane Hours (USA)	\$ 18.00	each
iii.	Rental (for a 4 Hour Session with set up and take down)	\$ 840.00	per team
iv.	Scoreboard Time System Maintenance Fee	\$ 7.80	per use
q.	Surfer Swim Team		
i.	Surfer Team Membership Fee	\$ 60.00	each
ii.	Surfer Team Lesson Fee		
1.	Non-Resident	\$ 11.89	each
2.	Resident	\$ 10.75	each
r.	High School Swim Team Fees		
i.	High School Swim Team Dual Meets	\$ 600.00	per meet
ii.	High School Spring League Swim Team (in house)		
1.	Non-Resident	\$ 251.89	each
2.	Resident	\$ 225.00	each
iii.	High School Regional Meets	\$ 3.60	each
iv.	Junior High Swim Team		
1.	Non-Resident	\$ 251.89	each
2.	Resident	\$ 213.00	each
s.	Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year		
i.	3 Days per Week (Practices)	\$ 150.00	each
ii.	2 Days per Week	\$ 108.00	each
iii.	1 Day per Week	\$ 66.00	each
iv.	Add on an Additional Day Session	\$ 42.00	each
t.	Multi-Family Program Discounts		
i.	(Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)		
ii.	2 <sup>nd</sup> Person	5%	Discount
iii.	3 <sup>rd</sup> or More	10%	Discount
u.	Scouting		
i.	Scout Instructor Fee	\$ 15.60	each
ii.	Scout Class – CPR Component to Any Merit Badge	\$ 6.00	each
iii.	1 <sup>st</sup> and 2 <sup>nd</sup> Class & Cub Scout Aqua Badges	\$ 9.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
iv.	Snorkeling and Scuba	\$ 17.40	each
v.	Lifesaving Merit Badge, First Aid Merit Badge	\$ 36.00	each
vi.	Swimming Merit Badge	\$ 36.00	each
v.	Program Fees	\$ -	
i.	Program Fee (Mermaid Experiences, Lifeguard Classes, WSI Classes, Swim Leagues, Triathlon, Fit Challenge, Etc.)		
1.	Resident	\$ 315.00	each
2.	Non Resident	\$ 350.00	each
ii.	Mermaid Birthday Parties		
1.	Resident	\$ 390.00	each
2.	Non Resident	\$ 404.00	each
iii.	Lifeguard Class	\$ 311.32	each
iv.	Water Safety Instructor Class	\$ 283.02	each
v.	Fitness Challenge	\$ 14.71	each
vi.	Triathlons	\$ 39.06	each
w.	Swim Meet Use Fee (Per Swimmer)	\$ 7.80	each
13.	Golf Course(s) Fees (* All Season Pass Categories, are subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.)		
a.	Non-Resident Green Fees		
i.	Weekday 9 Holes	\$ 22.00	each
ii.	Weekday 18 Holes	\$ 37.00	each
iii.	Weekend 9 Holes	\$ 23.00	each
iv.	Weekend 18 Holes	\$ 38.00	each
b.	Resident Green Fees		
i.	Weekday 9 Holes	\$ 19.00	each
ii.	Weekday 18 Holes	\$ 34.00	each
iii.	Weekend 9 Holes	\$ 20.00	each
iv.	Weekend 18 Holes	\$ 35.00	each
c.	Make-Up Green Fees		
i.	Make-Up One	\$ 7.25	each
ii.	Make-Up Two	\$ 3.00	each
iii.	Make-Up Three	\$ 1.00	each
d.	Junior Green Fee	\$ 15.00	each
e.	Resident Season Pass*		
i.	First Adult*	\$ 956.01	each
ii.	Second Adult*	\$ 805.24	each
iii.	First Senior 5-Day*	\$ 734.85	each
iv.	Second Senior 5-Day*	\$ 680.73	each
v.	First Senior 7-Day*	\$ 845.83	each
vi.	Second Senior 7-Day*	\$ 791.72	each
vii.	Young Adult Pass*	\$ 669.96	each
f.	Non-Resident Season Passes*		
i.	First Adult*	\$ 1,007.55	each
ii.	Second Adult*	\$ 852.93	each
iii.	First Senior 5-Day*	\$ 764.67	each
iv.	Second Senior 5-Day*	\$ 704.11	each
v.	First Senior 7-Day*	\$ 898.02	each
vi.	Second Senior 7 Day*	\$ 839.40	each
g.	Junior Season Pass*		
i.	Full-Time Junior*	\$ 315.77	each
ii.	Part-Time Junior*	\$ 230.76	each
h.	Resident Punch Passes		
i.	Punch 10-9 Hole	\$ 175.50	each
ii.	Punch 10-18 Hole	\$ 310.50	each
iii.	Punch 20-9 Hole	\$ 341.25	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
iv.	Punch 20-18 Hole	\$ 603.75	each
i.	Non-Resident Punch Passes		
i.	Punch 10-9 Hole	\$ 202.50	each
ii.	Punch 10-18 Hole	\$ 337.50	each
iii.	Punch 20-9 Hole	\$ 393.75	each
iv.	Punch 20-18 Hole	\$ 656.25	each
j.	Locker		
i.	Locker Fee Yearly	\$ 190.44	per year
ii.	Locker Fee	\$ 14.43	each
k.	Medical Cart Usage Fee Yearly	\$ 263.29	per year
l.	Driving Range		
i.	Small Bucket	\$ 5.00	each
ii.	Large Bucket	\$ 6.50	each
iii.	Small Bucket 10 Punch Pass	\$ 42.50	each
iv.	Large Bucket 10 Punch Pass	\$ 55.25	each
m.	Short Course		
i.	Green Fees	\$ 5.00	each
ii.	Punch Pass	\$ 34.00	each
iii.	Yearly Pass (75)	\$ 84.00	per year
iv.	Yearly Pass (115)	\$ 126.00	per year
n.	Golf Cart Rentals		
i.	Golf Cart Per Rider 9 Holes	\$ 8.50	each
ii.	Golf Cart Per Rider 18 Holes	\$ 17.00	each
iii.	Private Cart Trail Fee per Rider 9 Holes	\$ 7.50	each
iv.	Private Cart Trail Fee per Rider 18 Holes	\$ 15.00	each
v.	11 Cart Punch Pass	\$ 85.00	each
vi.	22 Cart Punch Pass	\$ 165.00	each
o.	Single Rider Cart Pass Annual	\$ 1,085.75	per year
p.	Two Rider (Family) Cart Pass Annual	\$ 1,397.30	per year
q.	Cart Pass 1 Rider 1 Course Annual	\$ 123.60	per year
r.	Club Rental 9 Holes		
i.	High End Clubs	\$ 20.00	each
ii.	Standard Clubs	\$ 7.95	each
iii.	Push Cart	\$ 3.00	each
s.	Club Rental 18 Holes		
i.	High End Clubs	\$ 30.00	each
ii.	Standard Clubs	\$ 10.00	each
iii.	Push Cart	\$ 5.00	each
t.	Golf Sponsorship Packages		
i.	Eagle Pass/Punch Partner Sponsorship package	\$ 1,650.00	each
ii.	Birdie Pass/Punch Partner Sponsorship package	\$ 1,095.00	each
iii.	Par Partner Sponsorship package	\$ 795.00	each
iv.	Junior Partner Sponsorship package	\$ 500.00	each
v.	Tee Marker Sign Ad - all 3 courses	\$ 500.00	each
vi.	Tee Marker Sign Ad #1 Request	\$ 200.00	each
vii.	Tee Marker Sign Ad - Short Course	\$ 150.00	each
viii.	Golf Cart Ad (June or July or August)	\$ 500.00	each
ix.	Golf Cart Ad (May or September)	\$ 400.00	each
x.	Golf Cart Ad (April or October)	\$ 250.00	each
xi.	Golf Shop Monitor Ad (3 rotating months)	\$ 200.00	each
u.	Sand Sales Sand Creek Golf Course		
i.	Resident Contractors	\$ 4.00	per cubic yard
ii.	Non-Resident Contractors	\$ 5.00	per cubic yard
14	Funland		
a.	Admission Ticket	\$ 2.00	each
b.	Day Pass	\$ 15.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 9</b>	<b>POLICE DEPARTMENT</b>		
1.	<b>Public Parking Fees:</b>		
a.	Downtown Resident Parking Permit	\$ 15.00	per year
b.	Downtown Unlawful Parking Citation	\$ 20.00	each
c.	Second Unlawful Parking Citation within 30 days of Prior Citation	\$ 35.00	each
d.	Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$ 50.00	each
e.	Unlawful Parking in a Spot Designated for Persons with Disabilities	\$ 50.00	each
f.	Any other Violation of the Public Parking Ordinance	\$ 20.00	each
g.	Violation of Snow Removal Ordinance	\$ 45.00	each
2.	Abandoned Vehicle Reclamation – Processing Fee	\$ 15.00	each
3.	Fingerprint Background Check Fee:		
a.	Public Conveyance Operator	\$ 45.00	each
b.	Taxi Operator	\$ 45.00	each
c.	Courtesy Vehicle Operator	\$ 45.00	each
d.	Child Care Worker Certification	\$ 45.00	each
e.	On-Site Non Provider Certification	\$ 45.00	each
f.	Door-To-Door Solicitors	\$ 45.00	each
g.	Fingerprint Card	\$ 12.00	each
4.	On-Duty, Uniformed Extra-Duty Service	Actual Cost	
a.	Secondary Employment Equipment Fee	\$ 10.00	each
5.	City Code Violations		
a.	Infraction fine, unless otherwise specified	\$ 300.00	
b.	Misdemeanor fine, unless otherwise specified	\$ 1,000.00	
6.	Animal Control Fees		
a.	Licensing Fees		
i.	Unaltered Dog and Cat License	\$ 32.00	per year
ii.	Altered Dog and Cat License	\$ 12.00	per year
iii.	Duplicate Tag Fee	\$ 1.00	each
iv.	Additional Dog Permit Fee	\$ 90.00	per year
v.	Dog License Permit Fee	\$ 111.00	per year
b.	Euthanasia and Surrender Fees		
i.	Euthanasia – Dogs and Cats	\$ 35.00	each
ii.	Euthanasia - Trapped Squirrels	\$ 3.00	each
iii.	Animal Surrender per animal	\$ 25.00	per animal
iv.	Out of County Stray	\$ 25.00	each
c.	Miscellaneous Fees		
i.	Microchip	\$ 25.00	each
ii.	Microchip Transfer	\$ 10.00	each
iii.	Cremation fee	\$ 25.00	each
iv.	Ashes return fee 0-25 lbs	\$ 65.00	each
v.	Ashes return fee 26-60 lbs	\$ 85.00	each
vi.	Ashes return fee 61-100 lbs	\$ 120.00	each
vii.	Ashes return fee over 100 lbs	\$ 160.00	each
viii.	Impound Fee	\$ 30.00	each
ix.	Boarding Fee (full service)	\$ 30.00	per day
x.	Boarding Fee (owner provides food)	\$ 20.00	per day
d.	Digital Forensic Service for Outside Agencies	\$ 100.00	each



**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
<b>SECTION 10 PUBLIC WORKS</b>			
<b>Engineering Division</b>			
1.	Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)		
a.	Improvement costs equal to or less than \$100,000	4%	of improvement costs
b.	Improvement costs greater than \$100,000 but less than or equal to \$500,000		
i.	Base cost	\$ 4,000.00	
ii.	Rate	1%	of improvement costs over \$100,000
c.	Improvement costs greater than \$500,000		
i.	Base cost	\$ 8,000.00	
ii.	Rate	1%	of improvement costs over \$500,000
2.	Right-of-Way Permit Fee	\$ 50.00	per permit
<b>Impact Fees</b>			
1.	Residential		
a.	Single Family		
i.	Police	\$ 480.75	per housing unit
ii.	Fire/EMS	\$ 389.25	per housing unit
iii.	Parks and Recreation	\$ 1,390.50	per housing unit
iv.	Transportation	\$ 3,013.00	per housing unit
b.	Multifamily		
i.	Police	\$ 332.25	per housing unit
ii.	Fire/EMS	\$ 313.50	per housing unit
iii.	Parks and Recreation	\$ 961.50	per housing unit
iv.	Transportation	\$ 1,336.00	per housing unit
2.	Nonresidential		
a.	Retail		
i.	Police	\$ 1,366.50	per 1,000 square feet
ii.	Fire/EMS	\$ 346.50	per 1,000 square feet
iii.	Parks and Recreation	\$ -	per 1,000 square feet
iv.	Transportation	\$ 3,835.00	per 1,000 square feet
b.	Office		
i.	Police	\$ 463.50	per 1,000 square feet
ii.	Fire/EMS	\$ 57.75	per 1,000 square feet
iii.	Parks and Recreation	\$ -	per 1,000 square feet
iv.	Transportation	\$ 1,440.00	per 1,000 square feet
c.	Industrial		
i.	Police	\$ 236.25	per 1,000 square feet
ii.	Fire/EMS	\$ 27.75	per 1,000 square feet
iii.	Parks and Recreation	\$ -	per 1,000 square feet
iv.	Transportation	\$ 733.00	per 1,000 square feet
d.	Institutional		
i.	Police	\$ 510.75	per 1,000 square feet
ii.	Fire/EMS	\$ 1,251.75	per 1,000 square feet
iii.	Parks and Recreation	\$ -	per 1,000 square feet
iv.	Transportation	\$ 1,585.00	per 1,000 square feet
<b>Sanitation Division</b>			
1.	Monthly Residential Sanitation Charge:		
a.	Cart or Hand-load Container:		
i.	Weekly Pickup	\$ 9.45	per month

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
ii.	Additional Cart, Weekly Pickup	\$ 9.45	per month, 3-month minimum billing
b.	Shared Commercial Container	\$ 9.45	per month
2.	Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$ 30.00	each
3.	Monthly Commercial and Industrial Charges:		
a.	Cart or Hand-load Container:		
i.	Weekly Pickup	\$ 9.45	per month
ii.	Additional Cart, Weekly Pickup	\$ 9.45	per month, 3-month minimum billing
b.	1 ½ C. Y. Container:		
i.	Base Charge	\$ 30.70	per month
ii.	Rate	\$ 10.10	per weekly pickup
c.	3 C. Y. Container:		
i.	Base Charge	\$ 35.80	per month
ii.	Rate	\$ 13.90	per weekly pickup
d.	4 C. Y. Container:		
i.	Base Charge	\$ 38.45	per month
ii.	Rate	\$ 17.65	per weekly pickup
e.	Large Uncompacted Container:		
i.	Base Charge	\$ 35.70	per month
ii.	Solid Waste Rate	\$ 141.75	per pickup
iii.	Construction Waste Rate	\$ 164.85	per pickup
iv.	County Disposal Fee	Current County Fee	per load
v.	County Unsorted Fee	Current County Fee	per load
f.	Large Compacted Container:		
i.	Solid Waste Fee	\$ 129.15	per pickup
4.	Curbside Recycling		
a.	Cart Pickup once every two weeks	\$ 15.00	per month
5.	Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.) (Container must remain on property and not be serviced)		
a.	Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge	
b.	Requested without 5 business days' notice, or after business hours	No Charge	
6.	Tire Disposal Fees		
a.	Motorcycle, ATV or UTV	Current County Fee \$2.00/Each	
b.	Automobile, Light Truck	Current County Fee \$3.00/Each	
c.	Truck	Current County Fee \$6.00/Each	
d.	Farm Implement	Current County Fee \$25.00/Each	
e.	Earth Moving Equipment	Current County Fee \$50.00/Each	
f.	Shredded Tires	Current County Fee \$250.00/Ton	
g.	Bulk Tires	Current County Fee \$250.00/Ton	
7.	Freon Fee	Current County Fee \$10.00	per unit
a.	Freon item pickup fee	\$ 30.00	each
b.	Tire pickup fee	\$ 30.00	each
8.	Peterson Hill/Landfill Haul Fee (30 C.Y.)	\$ 142.00	per container
9.	Swap Out of 1.5, 3 and 4 C.Y. Containers	\$ 25.00	per request
10.	Extra Dump for 1.5, 3 and 4 C.Y. Containers	\$ 15.00	per extra dump

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
11.	Dry Run Fee for Inaccessible 30 C.Y. Containers	\$ 50.00	per each
12.	Damage to Commercial Containers	Actual Cost	
<b>Street Division</b>			
1.	Candlesticks and Base replacement	\$ 50.00	Each
2.	A-Frame replacement	\$ 65.00	Each
3.	Cones replacement	\$ 50.00	Each
4.	Sign and Stand replacement	\$ 300.00	Each
5.	Emergency service/accident support (traffic control & sweeping)	Actual Costs	
6.	Patching/surface repair	Actual Costs	
7.	Street Variable Message Board Rental	\$ 25.00	per hour, 8 hour minimum charge
<b>Transit Division</b>			
1.	Microtransit User Fee	\$ 10.00	Maximum per person, per boarding
2.	Microtransit User Fee (Afterhours special service)	\$ 15.00	each
<b>Wastewater Division</b>			
1.	Wastewater Service Connection Fees: Based on Water Service Connection Size		
a.	1" Service Connection	\$ 1,285.00	each
b.	1.5" Service Connection	\$ 2,570.00	each
c.	2" Service Connection	\$ 4,112.00	each
d.	3" Service Connection	\$ 8,224.00	each
e.	4" Service Connection	\$ 12,850.00	each
f.	6" Service Connection	\$ 25,700.00	each
g.	8" Service Connection	\$ 41,210.00	each
2.	Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15	per month
3.	Sewer Main Connection Charge	\$ 27.00	per front foot of property owned upon street or public right-of-way within which a sewer main is located
4.	Monthly Non-metered Residential Wastewater Rates:		
a.	Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$ 25.00	per month
b.	Duplex, per dwelling or unit	\$ 25.00	per month
c.	Apartment Unit (tenant pays bill), per unit	\$ 18.70	per month
5.	Monthly Non-metered Commercial Wastewater Rates:		
a.	Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$ 23.30	per month
b.	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$ 31.10	per month
c.	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$ 56.45	per month
d.	Category 4 (Hall, Restaurant), per business	\$ 82.50	per month
e.	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$ 153.95	per month
f.	Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$ 893.15	per month
6.	Monthly Non-metered School Wastewater Rates:		

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
a.	Elementary Schools, per 50 students or fraction thereof	\$ 11.05	per month
b.	Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$ 14.10	per month
7.	Monthly Metered Wastewater Rates:		
a.	Base Charge	\$ 4.08	per month
b.	Plus per each 1,000 gallons of metered water	\$ 2.55	per month
8.	Outside of City Billing Rates	110%	of Metered Rates or Non-metered Rates as Set Forth Above for City Residents
9.	Construction Wastewater Rates		
a.	Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling), per dwelling or unit	\$ 12.35	per month
b.	Monthly Non-metered Apartment Construction Water Rate, per unit	\$ 9.30	per month
c.	Monthly Non-metered Commercial Construction Water Rate, per building	\$ 26.35	per month
10.	Industrial Rates for Certain Users:		
a.	Ingredion Incorporated:		
i.	Flow	\$ 0.71970	per 1,000 Gallons
ii.	BOD	\$ 0.72150	per Pound
iii.	TSS	\$ 0.44400	per Pound
b.	Busch Agricultural Resources:		
i.	Flow	\$ 0.71970	per 1,000 Gallons
ii.	BOD	\$ 0.72150	per Pound
iii.	TSS	\$ 0.44400	per Pound
c.	Golden Valley Natural		
i.	Flow	\$ 1.03440	Per 1,000 Gallons
ii.	BOD	\$ 0.79370	per Pound
iii.	TSS	\$ 0.48840	per Pound
iv.	Monthly Base Service	\$ 1,300.00	per month
11.	County and City Rates:		
a.	City of Ammon	\$ 3.72	per 1,000 Gallons
b.	City of Ammon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15	per 1,000 Gallons
c.	Iona Bonneville Sewer District	\$ 3.72	per 1,000 Gallons
d.	Iona Bonneville Sewer District – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15	per 1,000 Gallons
e.	City of Ucon	\$ 3.65	per 1,000 Gallons
f.	City of Ucon – Monthly Idaho DEQ Wastewater Fee (Per Connection)	\$ 0.15	per 1,000 Gallons
12.	Ammon and ISBD Wasterwater Service Connection Fee: Based on Water Service Connection Size		
a.	1" Service Connection	\$ 582.00	each
b.	1.5" Service Connection	\$ 1,164.00	each
c.	2" Service Connection	\$ 1,862.00	each
d.	3" Service Connection	\$ 3,725.00	each
e.	4" Service Connection	\$ 5,820.00	each
f.	6" Service Connection	\$ 11,640.00	each
g.	8" Service Connection	\$ 18,624.00	each
13.	Violation Fees:		
a.	Violation of Wastewater Code Fee	\$ 1,000.00	each
b.	Civil Fine for Wastewater Code Violation	\$ 1,000.00	each
c.	Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$ 1,000.00	each

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
d.	Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$ 1,000.00	each
e.	Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$ 1,000.00	each
14.	Maximum Informant Reward	\$ 1,000.00	each
15.	Septic Haulers		
a.	Septic Haulers Annual License	\$ 105.00	each
b.	Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)		
i.	0 ≥ 500 Gallons	\$ 48.20	each
ii.	501 ≥ 1000 Gallons	\$ 96.40	each
iii.	1001 ≥ 1500 Gallons	\$ 144.60	each
iv.	1501 ≥ 2000 Gallons	\$ 192.80	each
v.	2001 ≥ 2500 Gallons	\$ 241.00	each
vi.	2501 ≥ 3000 Gallons	\$ 289.20	each
vii.	3001 ≥ 3500 Gallons	\$ 337.40	each
viii.	3501 ≥ 4000 Gallons	\$ 385.60	each
ix.	4001 ≥ 4500 Gallons	\$ 433.80	each
x.	4501 ≥ 5000 Gallons	\$ 482.00	each
xi.	5001 ≥ 5500 Gallons	\$ 530.20	each
xii.	5501 ≥ 6000 Gallons	\$ 578.40	each
16.	Maximum Fine for Violation of Wastewater Code	\$ 1,000.00	each
17.	Maximum Penalty for Violation of Wastewater Code	\$ 1,000.00	each
18.	Service/Inspection Call Charges		
a.	Culvert/Pipe Clean Outs	Actual Costs	
b.	Jet-Vac Truck Usage	Actual Costs	
c.	After-hour Service/Inspection Call Charge	\$ 26.50	per half hour
<b>Water Division</b>			
1.	Water Service Connection Fees:		
a.	1" Service Connection	\$ 2,988.00	each
b.	1.5" Service Connection	\$ 5,378.00	each
c.	2" Service Connection	\$ 8,665.00	each
d.	3" Service Connection	\$ 30,478.00	each
e.	4" Service Connection	\$ 59,760.00	each
f.	6" Service Connection	\$ 108,763.00	each
g.	8" Service Connection	\$ 190,037.00	each
2.	Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)		
a.	Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$ 10.00	per request
b.	Requested without 5 business days' notice, or after business hours	\$ 20.00	per request
3.	Water Main Connection Charge	\$ 46.10	per front foot of property owned upon street or public right-of-way within which a water main is located
4.	Service Call Charge	Actual Cost	
5.	Water Disconnection/Reconnection Fee	\$ 25.50	per service call
6.	Service/Inspection Call Charge: After-hour Service/Inspection Call Charge	\$ 26.75	per ½ hour
7.	Monthly Non-metered Residential Water Rates:		
a.	Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling)	\$ 28.20	per month, per dwelling or unit

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
b.	Large, Landscaped Residential Lot Rate	\$ 20.10	per month, per acre of fraction thereof over 0.75 acres
c.	Duplex Rate	\$ 28.20	per month, per dwelling or unit
d.	Apartment Unit (tenant pays bill)	\$ 22.60	per month, per unit
8.	Monthly Non-metered Commercial Water Rates:		
a.	Category 1 (Commercial Apartment Buildings where landlord pays bill)	\$ 22.60	per month, per apartment unit
b.	Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse)	\$ 39.90	per month, per business
c.	Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office)	\$ 49.95	per month, per business
d.	Category 4 (Hall, Restaurant)	\$ 131.70	per month, per business
e.	Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less)	\$ 189.60	per month, per business
f.	Category 6 (Hotel or Rest Home with more than 20 rooms)	\$ 395.00	per month, per business
9.	Monthly Non-metered School Water Rates:		
a.	Elementary Schools	\$ 16.75	per month, per 50 students or fraction thereof
b.	Junior High Schools, High Schools, Colleges, and Universities	\$ 21.05	per month, per 50 students or fraction thereof
10.	Monthly Non-metered Residential Irrigation Water Rate:		
a.	Single Family Dwellings and Mobile Homes	\$ 15.05	per month, per dwelling or separately owned landscape parcel
b.	Large, Landscaped Residential Lot Rate	\$ 20.10	per month, per acre of fraction thereof over 0.75 acres
c.	Duplex Rate	\$ 7.50	per month, per dwelling or unit
d.	Apartment Unit (tenant pays bill)	\$ 3.75	per month, per unit
11.	Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained Common Area or Parcel)	\$ 0.26	per month, per 100 square feet of calculated landscape area
12.	Monthly Non-metered School Irrigation Water Rate	\$ 15.40	per month, per acre or fraction thereof
13.	Construction water rates		
a.	Monthly Non-metered Residential Construction Water Rate, Single Family Dwellings and Duplex (excluding separate apartments units in such dwelling)	\$ 12.10	per month, per dwelling or unit
b.	Monthly Non-metered Apartment Construction Water Rate	\$ 9.75	per month, per unit
c.	Monthly Non-metered Commercial Construction Water Rate	\$ 21.45	per month, per building
14.	Fire Hydrant Meter Assembly Deposit	\$ 1,800.00	per meter assembly
15.	Fire Hydrant Metered Use Volumetric Rate	\$ 5.00	per 1,000 gallons (or fraction thereof)
16.	Monthly Base Metered Water Rates, per size of water meter:		
a.	5/8" Meter	\$ 28.50	per month
b.	3/4" Meter	\$ 28.50	per month
c.	1" Meter	\$ 28.50	per month
d.	1-1/4" Meter	\$ 35.75	per month
e.	1-1/2" Meter	\$ 47.55	per month
f.	2" Meter	\$ 57.00	per month
g.	3" Meter	\$ 66.40	per month
h.	4" Meter	\$ 94.85	per month
i.	6" Meter	\$ 180.70	per month

**Exhibit A**  
**Idaho Falls Fee Schedule**  
**Effective October 1, 2023**

Item Number	Department / Division / Item Description	Effective October 1, 2023 Fee	Unit of measurement
j.	8" Meter	\$ 284.90	per month
17.	Monthly Metered Water Volumetric Rate	\$ 0.71	per month, per each 1,000 gallons used
18.	Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories)	\$ 0.25	per month, per dwelling, unit, business, or metered connection
19.	Outside of City Billing Rates	200%	of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

# Memorandum

File #: 23-232

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, August 14, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Adoption of 2023/24 Fiscal Year Budget Ordinance

## Council Action Desired

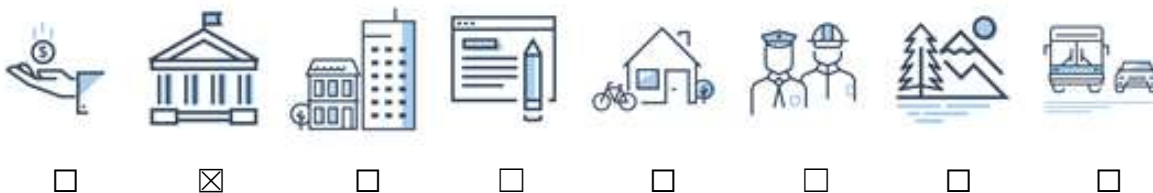
☒ Ordinance ☐ Resolution ☐ Public Hearing  
☐ Other Action (Approval, Authorization, Ratification, etc.)

Adopt the 2023/24 fiscal year budget in the amount of \$339,533,522 and approve the attached appropriations ordinance appropriating monies to and among various funds, under a suspension of the rules requiring three separate readings and request that it be read by title and published by summary (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

The public hearing for the 2023/24 fiscal year budget took place on Thursday, August 10, 2023, pursuant to Idaho Code §50-1002.

## Alignment with City & Department Planning Objectives



The adoption of the 2023/24 fiscal year appropriations ordinance is in support of the good governance community-oriented results. It fosters innovative and sound fiscal management that enables trust and transparency.

## Interdepartmental Coordination

All City departments, the Mayor, and the City Council participated in the process leading to the development of the proposed 2023/24 budget.

## Fiscal Impact

The 2023/24 fiscal year budget sets the maximum level of total expenditures that cannot be exceeded in the final appropriations ordinance.



**Legal Review**

The City Attorney has confirmed that the adoption of the 2023/24 fiscal year budget and the process observed to develop the budget are in compliance with Idaho Code §50-1002.

ORDINANCE NO.

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO:

SECTION 1. The revenue of the City of Idaho Falls received during the fiscal period beginning October 1, 2023 and ending September 30, 2024 (hereafter the "Fiscal Period") derived from taxes levied therefore is apportioned to the several funds as follows:

General Fund	\$ 35,703,246
Recreation Fund	4,000,000
Library Fund	1,078,573
Streets Fund	2,864,145
Fire Station Capital Fund	790,600
Municipal Capital Improvement Fund	401,524
Total Property Taxes	<u>\$ 44,838,088</u>

SECTION 2. From the revenues of the Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Fund, the sum of \$9,922,600 is apportioned to the Street Fund.

SECTION 3. From the revenues of the Recreation Fund collected within the Fiscal Period and any uncommitted fund balance in the Recreation Fund, the sum of \$3,116,895 is apportioned to the Recreation Fund.

SECTION 4. From the revenues of the Library Fund collected within the Fiscal Period and any uncommitted fund balance in the Library Fund, the sum of \$3,178,645 is apportioned to the Library Fund.

SECTION 5. From the revenues of the Business Improvement District Fund collected within the Fiscal Period and any uncommitted fund balance in the Business Improvement District Fund, the sum of \$117,250 is apportioned to the Business Improvement District Fund.

SECTION 6. From the revenues of the Golf Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Fund, the sum of \$4,099,822 is apportioned to the Golf Fund.

SECTION 7. From the revenues of the Emergency Medical Service Fund collected within the Fiscal Period and any uncommitted fund balance in the Ambulance Fund, the sum of \$9,618,206 is apportioned to the Ambulance Fund.

SECTION 8. From the revenues of the Wildland Fire Fund collected within the Fiscal Period and any uncommitted fund balance in the Wildland Fire Fund, the sum of \$2,175,000 is apportioned to the Wildland Fire Fund.

SECTION 9. From the revenues of the Police Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Police Impact Fees Fund, the sum of \$75,000 is apportioned to the Police Impact Fees Fund.

SECTION 10. From the revenues of the Fire Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Impact Fees Fund, the sum of \$200,000 is apportioned to the Fire Impact Fees Fund.

SECTION 11. From the revenues of the Parks and Recreation Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks and Recreation Impact Fees Fund, the sum of \$450,353 is apportioned to the Parks and Recreation Impact Fees Fund.

SECTION 12. From the revenues of the Streets Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Streets Impact Fees Fund, the sum of \$2,500,000 is apportioned to the Streets Impact Fees Fund.

SECTION 13. From the revenues of the Contingency Fund collected within the Fiscal Period and any uncommitted fund balance in the Contingency Fund, the sum of \$-0- is apportioned to the Contingency Fund.

SECTION 14. From the revenues of the Municipal Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Capital Improvement Fund, the sum of \$810,600 is apportioned to the Municipal Capital Improvement Fund.

SECTION 15. From the revenues of the Street Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Capital Improvement Fund, the sum of \$3,750,000 is apportioned to the Street Capital Improvement Fund.

SECTION 16. From the revenues of the Bridge and Arterial Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Bridge and Arterial Street Fund, the sum of \$-0- is apportioned to the Bridge and Arterial Street Fund.

SECTION 17. From the revenues of the Surface Drainage Fund collected within the Fiscal Period and any uncommitted fund balance in the Surface Drainage Fund, the sum of \$-0- is apportioned to the Surface Drainage Fund.

SECTION 18. From the revenues of the Traffic Light Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Traffic Light Capital Improvement Fund, the sum of \$680,000 is apportioned to the Traffic Light Capital Improvement Fund.

SECTION 19. From the revenues of the Parks Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks Capital Improvement Fund, the sum of \$67,500 is apportioned to the Parks Capital Improvement Fund.

SECTION 20. From the revenues of the Fire Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Capital Improvement Fund, the sum of \$401,524 is apportioned to the Fire Capital Improvement Fund.

SECTION 21. From the revenues of the Zoo Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Zoo Capital Improvement Fund, the sum of \$2,130,000 is apportioned to the Zoo Capital Improvement Fund.

SECTION 22. From the revenues of the Civic Center Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Civic Center Capital Improvement Fund, the sum of \$400,000 is apportioned to the Civic Center Capital Improvement Fund.

SECTION 23. From the revenues of the Golf Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Capital Improvement Fund, the sum of \$315,000 is apportioned to the Golf Capital Improvement Fund.

SECTION 24. From the revenues of the Police Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Police Capital Improvement Fund, the sum of \$7,000,000 is apportioned to the Police Capital Improvement Fund.

SECTION 25. From the revenues of the Airport Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Fund, the sum of \$29,064,471 is apportioned to the Airport Fund.

SECTION 26. From the revenues of the Airport Passenger Facility Charge Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Passenger Facility Charge Fund, the sum of \$-0- is apportioned to the Airport Passenger Facility Charge Fund.

SECTION 27. From the revenues of the Airport Customer Facility Charge Fund collected within the Fiscal Period, the sum of \$488,808 is apportioned to the Airport Customer Facility Charge Fund.

SECTION 28. From the revenues of the Water Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Fund, the sum of \$13,905,500 is apportioned to the Water Fund.

SECTION 29. From the revenues of the Sanitation Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitation Fund, the sum of \$5,988,400 is apportioned to the Sanitation Fund.

SECTION 30. From the revenues of the Idaho Falls Power (IFP) Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Fund, the sum of \$85,614,100 is apportioned to the IFP Fund.

SECTION 31. From the revenues of the Fiber Fund collected within the Fiscal Period and any uncommitted fund balance in the Fiber Fund, the sum of \$4,641,700 is apportioned to the Fiber Fund.

SECTION 32. From the revenues of the Wastewater Fund collected within the Fiscal Period and any uncommitted fund balance in the Wastewater Fund, the sum of \$13,743,000 is apportioned to the Wastewater Fund.

SECTION 33. From the revenues of the Risk Management Fund collected within the Fiscal Period and any uncommitted fund balance in the Risk Management Fund, the sum of \$3,030,000 is apportioned to the Risk Management Fund.

SECTION 34. From the revenues of the Health Insurance Fund collected within the Fiscal Period and any uncommitted fund balance in the Health Insurance Fund, the sum of \$150,000 is apportioned to the Health Insurance Fund.

SECTION 35. From all other revenues of the City of Idaho Falls collected within the Fiscal Period and the uncommitted fund balance in the General Fund, the sum of \$72,440,629 is apportioned to the General Fund.

## EXPENDITURES

SECTION 36. From the monies apportioned to the General Fund, the sum of \$72,440,629 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 37. From the monies apportioned to the Street Fund, the sum of \$11,454,626 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 38. From the monies apportioned to the Recreation Fund, the sum of \$3,305,933 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 39. From the monies apportioned to the Library Fund, the sum of \$4,115,784 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 40. From the monies apportioned to the Business Improvement District Fund, the sum of \$115,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 41. From the monies apportioned to the Golf Fund, the sum of \$3,863,309 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 42. From the monies apportioned to the Emergency Medical Service Fund, the sum of \$9,618,206 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 43. From the monies apportioned to the Wildland Fire Fund, the sum of \$1,835,882 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 44. From the monies apportioned to the Police Impact Fees Fund, the sum of \$75,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 45. From the monies apportioned to the Fire Impact Fees Fund, the sum of \$200,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 46. From the monies apportioned to the Parks and Recreation Impact Fees Fund, the sum of \$450,353 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 47. From the monies apportioned to the Streets Impact Fees Fund, the sum of \$2,500,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 48. From the monies apportioned to the Contingency Fund, the sum of \$21,448,188 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 49. From the monies apportioned to the Municipal Capital Improvement Fund, the sum of \$2,500,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 50. From the monies apportioned to the Street Capital Improvement Fund, the sum of \$4,500,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 51. From the monies apportioned to the Bridge and Arterial Street Fund, the sum of \$ 400,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 52. From the monies apportioned to the Surface Drainage Fund, the sum of \$150,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 53. From the monies apportioned to the Traffic Light Capital Improvement Fund, the sum of \$780,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 54. From the monies apportioned to the Parks Capital Improvement Fund, the sum of \$50,200 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 55. From the monies apportioned to the Fire Capital Improvement Fund, the sum of \$-0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 56. From the monies apportioned to the Zoo Capital Improvement Fund, the sum of \$2,000,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 57. From the monies apportioned to the Civic Center Capital Improvement Fund, the sum of \$600,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 58. From the monies apportioned to the Golf Capital Improvement Fund, the sum of \$315,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 59. From the monies apportioned to the Police Capital Improvement Fund, the sum of \$7,000,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 60. From the monies apportioned to the Airport Fund, the sum of \$25,684,929 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 61. From the monies apportioned to the Airport Passenger Facility Charge Fund, the sum of \$-0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 62. From the monies apportioned to the Airport Customer Facility Charge Fund, the sum of \$-0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 63. From the monies apportioned to the Water Fund, the sum of \$24,932,675 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 64. From the monies apportioned to the Sanitation Fund, the sum of \$6,059,033 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 65. From the monies apportioned to the IFP Fund, the sum of \$94,130,488 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 66. From the monies apportioned to the Fiber Fund, the sum of \$7,005,959 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 67. From the monies apportioned to the Wastewater Fund, the sum of \$25,963,866 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 68. From the monies apportioned to the Risk Management Fund, the sum of \$5,888,481 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 69. From the monies apportioned to the Health Insurance Fund, the sum of \$100,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 70. This ordinance shall be in full force and effect from and after its passage, execution and publication in the manner required by law.

PASSED BY COUNCIL AND APPROVED BY THE MAYOR THIS 24th DAY OF AUGUST 2023.

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

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 "THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE" and that such ordinance was passed by the City Council and approved by the Mayor on the 24th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City.

(Seal)

\_\_\_\_\_  
CORRIN WILDE, CITY CLERK

ORDINANCE NO.

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO:

SECTION 1. The revenue of the City of Idaho Falls received during the fiscal period beginning October 1, 2023 and ending September 30, 2024 (hereafter the "Fiscal Period") derived from taxes levied therefore is apportioned to the several funds as follows:

General Fund	\$ 35,703,246
Recreation Fund	4,000,000
Library Fund	1,078,573
Streets Fund	2,864,145
Fire Station Capital Fund	790,600
Municipal Capital Improvement Fund	401,524
Total Property Taxes	<u>\$ 44,838,088</u>

SECTION 2. From the revenues of the Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Fund, the sum of \$9,922,600 is apportioned to the Street Fund.

SECTION 3. From the revenues of the Recreation Fund collected within the Fiscal Period and any uncommitted fund balance in the Recreation Fund, the sum of \$3,116,895 is apportioned to the Recreation Fund.

SECTION 4. From the revenues of the Library Fund collected within the Fiscal Period and any uncommitted fund balance in the Library Fund, the sum of \$3,178,645 is apportioned to the Library Fund.

SECTION 5. From the revenues of the Business Improvement District Fund collected within the Fiscal Period and any uncommitted fund balance in the Business Improvement District Fund, the sum of \$117,250 is apportioned to the Business Improvement District Fund.

SECTION 6. From the revenues of the Golf Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Fund, the sum of \$4,099,822 is apportioned to the Golf Fund.

SECTION 7. From the revenues of the Emergency Medical Service Fund collected within the Fiscal Period and any uncommitted fund balance in the Ambulance Fund, the sum of \$9,618,206 is apportioned to the Ambulance Fund.

SECTION 8. From the revenues of the Wildland Fire Fund collected within the Fiscal Period and any uncommitted fund balance in the Wildland Fire Fund, the sum of \$2,175,000 is apportioned to the Wildland Fire Fund.

SECTION 9. From the revenues of the Police Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Police Impact Fees Fund, the sum of \$75,000 is apportioned to the Police Impact Fees Fund.



SECTION 10. From the revenues of the Fire Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Impact Fees Fund, the sum of \$200,000 is apportioned to the Fire Impact Fees Fund.

SECTION 11. From the revenues of the Parks and Recreation Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks and Recreation Impact Fees Fund, the sum of \$450,353 is apportioned to the Parks and Recreation Impact Fees Fund.

SECTION 12. From the revenues of the Streets Impact Fees Fund collected within the Fiscal Period and any uncommitted fund balance in the Streets Impact Fees Fund, the sum of \$2,500,000 is apportioned to the Streets Impact Fees Fund.

SECTION 13. From the revenues of the Contingency Fund collected within the Fiscal Period and any uncommitted fund balance in the Contingency Fund, the sum of \$-0- is apportioned to the Contingency Fund.

SECTION 14. From the revenues of the Municipal Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Capital Improvement Fund, the sum of \$810,600 is apportioned to the Municipal Capital Improvement Fund.

SECTION 15. From the revenues of the Street Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Capital Improvement Fund, the sum of \$3,750,000 is apportioned to the Street Capital Improvement Fund.

SECTION 16. From the revenues of the Bridge and Arterial Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Bridge and Arterial Street Fund, the sum of \$-0- is apportioned to the Bridge and Arterial Street Fund.

SECTION 17. From the revenues of the Surface Drainage Fund collected within the Fiscal Period and any uncommitted fund balance in the Surface Drainage Fund, the sum of \$-0- is apportioned to the Surface Drainage Fund.

SECTION 18. From the revenues of the Traffic Light Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Traffic Light Capital Improvement Fund, the sum of \$680,000 is apportioned to the Traffic Light Capital Improvement Fund.

SECTION 19. From the revenues of the Parks Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks Capital Improvement Fund, the sum of \$67,500 is apportioned to the Parks Capital Improvement Fund.

SECTION 20. From the revenues of the Fire Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Capital Improvement Fund, the sum of \$401,524 is apportioned to the Fire Capital Improvement Fund.

SECTION 21. From the revenues of the Zoo Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Zoo Capital Improvement Fund, the sum of \$2,130,000 is apportioned to the Zoo Capital Improvement Fund.

SECTION 22. From the revenues of the Civic Center Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Civic Center Capital Improvement Fund, the sum of \$400,000 is apportioned to the Civic Center Capital Improvement Fund.

SECTION 23. From the revenues of the Golf Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Capital Improvement Fund, the sum of \$315,000 is apportioned to the Golf Capital Improvement Fund.

SECTION 24. From the revenues of the Police Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Police Capital Improvement Fund, the sum of \$7,000,000 is apportioned to the Police Capital Improvement Fund.

SECTION 25. From the revenues of the Airport Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Fund, the sum of \$29,064,471 is apportioned to the Airport Fund.

SECTION 26. From the revenues of the Airport Passenger Facility Charge Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Passenger Facility Charge Fund, the sum of \$-0- is apportioned to the Airport Passenger Facility Charge Fund.

SECTION 27. From the revenues of the Airport Customer Facility Charge Fund collected within the Fiscal Period, the sum of \$488,808 is apportioned to the Airport Customer Facility Charge Fund.

SECTION 28. From the revenues of the Water Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Fund, the sum of \$13,905,500 is apportioned to the Water Fund.

SECTION 29. From the revenues of the Sanitation Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitation Fund, the sum of \$5,988,400 is apportioned to the Sanitation Fund.

SECTION 30. From the revenues of the Idaho Falls Power (IFP) Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Fund, the sum of \$85,614,100 is apportioned to the IFP Fund.

SECTION 31. From the revenues of the Fiber Fund collected within the Fiscal Period and any uncommitted fund balance in the Fiber Fund, the sum of \$4,641,700 is apportioned to the Fiber Fund.

SECTION 32. From the revenues of the Wastewater Fund collected within the Fiscal Period and any uncommitted fund balance in the Wastewater Fund, the sum of \$13,743,000 is apportioned to the Wastewater Fund.

SECTION 33. From the revenues of the Risk Management Fund collected within the Fiscal Period and any uncommitted fund balance in the Risk Management Fund, the sum of \$3,030,000 is apportioned to the Risk Management Fund.

SECTION 34. From the revenues of the Health Insurance Fund collected within the Fiscal Period and any uncommitted fund balance in the Health Insurance Fund, the sum of \$150,000 is apportioned to the Health Insurance Fund.

SECTION 35. From all other revenues of the City of Idaho Falls collected within the Fiscal Period and the uncommitted fund balance in the General Fund, the sum of \$72,440,629 is apportioned to the General Fund.

## EXPENDITURES

SECTION 36. From the monies apportioned to the General Fund, the sum of \$72,440,629 is appropriated for all expenditures lawfully permitted to be made from such Fund.

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SECTION 52. From the monies apportioned to the Surface Drainage Fund, the sum of \$150,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 53. From the monies apportioned to the Traffic Light Capital Improvement Fund, the sum of \$780,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 54. From the monies apportioned to the Parks Capital Improvement Fund, the sum of \$50,200 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 55. From the monies apportioned to the Fire Capital Improvement Fund, the sum of \$-0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 56. From the monies apportioned to the Zoo Capital Improvement Fund, the sum of \$2,000,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 57. From the monies apportioned to the Civic Center Capital Improvement Fund, the sum of \$600,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

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SECTION 65. From the monies apportioned to the IFP Fund, the sum of \$94,130,488 is appropriated for all expenditures lawfully permitted to be made from such Fund.

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SECTION 68. From the monies apportioned to the Risk Management Fund, the sum of \$5,888,481 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 69. From the monies apportioned to the Health Insurance Fund, the sum of \$100,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 70. This ordinance shall be in full force and effect from and after its passage, execution and publication in the manner required by law.

PASSED BY COUNCIL AND APPROVED BY THE MAYOR THIS 24th DAY OF AUGUST 2023.

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

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 "THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE" and that such ordinance was passed by the City Council and approved by the Mayor on the 24th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City.

(Seal)

\_\_\_\_\_  
CORRIN WILDE, CITY CLERK

# Memorandum

File #: 23-234

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, August 15, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Declare a Sole Source Expenditure and Ratify the Approval of the Repair of the Idaho Falls Civic Center for the Performing Arts Gala Orchestra Pit Lift Repair

## Council Action Desired

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

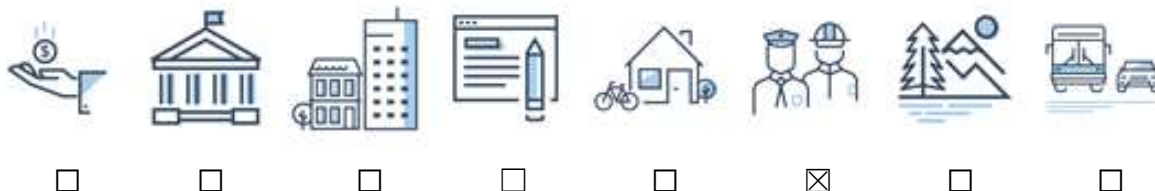
Declare that Gala Systems, Inc., is the only vender that can perform repairs necessary to protect the Idaho Falls Civic Center's Pit Lift and that the expenditure is immediately required to safeguard the Idaho Falls Civic Center for the Performing Arts operations and ratify the purchase order in the amount of \$232,000 (or take other action deemed appropriate).

## Description, Background Information & Purpose

On Thursday, 10 August 2023, City Council approved the quote received from Gala Systems, Inc. for the repair the Gala Orchestra Pit Lift for a total of \$232,000. During the creation of the purchase order, it was noted that the Council request for action was not in compliance with Idaho Statute §67-2808 because it did not articulate the statutory justification as a sole source expenditure.

The repairs are immediately necessary to protect the Civic Center's Pit Lift and, as such, are an authorized sole source expenditure under Idaho Code § 67-2808(2)(a)(i). The City's Assistant Attorney has recommended additional City Council action to clarify the action taken on August 10 by the Council declaring that the expenditure is a sole source and that the purchase is necessary to address an immediate Idaho Statute 67-2808 and ratify Gala Systems, Inc., as a sole source to perform the repairs.

## Alignment with City & Department Planning Objectives



The repair by Gala Systems, Inc. supports the reliable public infrastructure community-oriented result by performing repairs needed to restore the equipment.

**Interdepartmental Coordination**

The Assistant City Attorney and Municipal Services staff have coordinated this Council action.

**Fiscal Impact**

Funds to repair the Gala Orchestra Pit Lift are available in the fiscal year 2022/23 Risk Management budget.

**Legal Review**

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



# Memorandum

File #: 23-221

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Monday, July 31, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Idaho Falls Civic Center for the Performing Arts Gala Orchestra Pit Lift Repair

## Council Action Desired

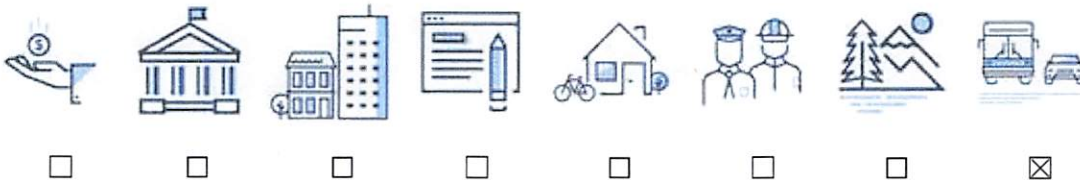
- ☐ Ordinance ☐ Resolution ☐ Public Hearing  
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the quote received from Gala Systems, Inc. to repair the Gala Orchestra Pit Lift for a total of \$232,000.00 (or take other action deemed appropriate).

## Description, Background Information & Purpose

The Gala Orchestra Pit Lift was donated by the William J. & Shirley A. Maeck Family Foundation as part of the Idaho Falls Civic Center for the Performing Arts renovation on September 10, 2018. The Gala Orchestra Pit lift was purchased and installed by Gala Systems, Inc. On May 23, 2023, a rare and significant storm occurred and flooded the basement and the Gala Orchestra Pit Lift, condemning the use of the equipment until repairs can be made. A claim for the damaged was submitted to the city's insurance company, ICRMP and was denied as an act of God and not covered through insurance.

## Alignment with City & Department Planning Objectives



The repair of the Gala Orchestra Pit Lift supports the reliable public infrastructure community-oriented result by providing repairs to city assets.

## Interdepartmental Coordination

This City's Risk Management committee concurred with the recommendation to use risk management funds to repair the equipment.

## Fiscal Impact

Funds to repair the equipment are available within the fiscal year 2022/23 Risk Management budget.

August 10, 2023  
Approved 6-0



**Legal Review**

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

**GALA SYSTEMS INC.****Chris Shaw**

Sales Director, North America &amp; Asia

Phone: (760) 738-5555 • Fax: (760) 738-5511

Email: [cshaw@galasystems.com](mailto:cshaw@galasystems.com)**Canadian Office**

3185 First Street, Saint-Hubert, Quebec

Canada J3Y 8Y6

Phone: (450) 678-7226 • Fax: (450) 676-4732

**GALA SYSTEMS.**

CREATIVE SOLUTIONS

[WWW.GALASYSTEMS.COM](http://WWW.GALASYSTEMS.COM)

<b>TO:</b>	<b>FROM:</b>
	<b>Jean-François Mongeau</b>
<b>COMPANY:</b>	<b>DATE:</b>
	<b>2023-07-20</b>
<b>FAX NUMBER:</b>	<b>TOTAL AMOUNT OF PAGES:</b>
	<b>6 pages</b>
<b>PHONE NUMBER:</b>	<b>REFERENCE:</b>
	<b>Proposal 101-12967A</b>
<b>PROJECT:</b>	
<b>Stage lift renovation</b>	
<b>Civic Auditorium, Idaho Falls, Idaho</b>	

Dear Sir,

Thank you for the opportunity to provide this proposal for the replacement of the stage lift equipment damaged by the flooding for the project in Idaho Falls, Idaho, USA.

**REFERENCE DOCUMENT(S)**

Gala's drawings 101-10742

**NOTE(S)**

- Equipment that has not entered in direct contact with water is assumed to be in good operating condition.
  - GALA strongly recommends replacing all site wiring (high voltage and low voltage) between the MCP to the terminal boxes on the pit floor. If it is decided to keep the same wiring and only replace the connections, GALA will void any according warranties.
  - This proposal is based on the information communicated that the lift is currently stopped at the audience level and that there is a working height of 5 ft under the deck.
-

## LIFTING SYSTEM

### GENERAL SPECIFICATIONS

SPECIFICATIONS	STAGE LIFT LEFT (1 REQUIRED)	STAGE LIFT RIGHT (1 REQUIRED)
Approx. area (ft <sup>2</sup> )	248	303
Travel (ft)	8.3	8.3
Approx. speed (ft/min.)	Fixed at 6	Fixed at 6
Static capacity (lbs/ft <sup>2</sup> )	150	150
Lifting capacity (lbs/ft <sup>2</sup> )	50	50
Approx. dead load (lbs/ft <sup>2</sup> )	30	30
Guiding Mechanism	Captured guide rails (existing)	Captured guide rails (existing)
Power (to be confirmed)	2 motors of 5 hp (10 hp total) 480 V / 3 ph / 60 Hz	2 motors of 5 hp (10 hp total) 480 V / 3 ph / 60 Hz
Spiralift quantity and model	4 x HD9	4 x HD9

#### **Non-performance system**

*The use of the lift system in a performance situation has not been indicated to us. We therefore have excluded low rpm motors, structural isolation, sound barrier boxes and additional sound absorption which would be supplied if a performance lifting system was indicated. If this assumption is incorrect, please advise us of the requirement so that Gala may modify the proposal accordingly.*

#### **No rider system**

*The system proposed is considered as "non-rider". It therefore excludes additional components and design considerations that would normally be included and used.*

## PROPOSED PRELIMINARY SCHEDULE

Regarding a potential delivery date, please note the following preliminary schedule:

Purchase order - award of contract:	to be determined
Engineering drawings for Spiralifts & drives:	1 to 2 months from award of contract
Spiralifts & drives production:	2 to 4 months from award of contract
Installation, training:	5 months from award of contract
Completion, sign-off:	approximately 6 months from award of contract

It shall be noted that this proposed preliminary schedule is valid at the time of issuance of this document and is subject to be revised depending on our actual book order at the time of confirmed order.

## ITEMS PROVIDED BY GALA

- IN1 Lifting Mechanism:**  
New GALA's Spiralift will be supplied as the lifting mechanism.
- IN2 Motors & Transmission System:**  
GALA will provide a system of motors, reducers, sprockets and chains to drive the Spiralift.
- IN3 Drive Shafts:**  
GALA will provide appropriately sized drive shafts to mechanically couple all motor / reducer assemblies for each lift.
- IN4 Control system:**  
GALA will replace the control equipment located on the pit floor and damaged by the flooding. This includes the MCP, DSW, TB2, LJB, cable from TB2 to LJB and cable basket.
- IN5 Encoder:**  
GALA will supply and couple one (1) incremental encoder per lift for position tracking.
- IN6 Travel / over travel limit switches:**  
GALA will provide two (2) double pole limit switches per lift, attachment brackets and adjustable strike cams to provide detection of the top and bottom travel and over travel limits.
- IN7 Protective covers:**  
Protective covers will be replaced to cover rotating chains and sprockets.
- IN8 Safety equipment:**  
The following safety equipment will be supplied as described:
- ▶ **Low load detection**  
Low load limit switch at the top plate of every Spiralift.
  - ▶ **Shear edge protection**  
Astragal sensor located at the underside of the lift's perimeter and the underside of the floor to cover all shear edge locations. There is an allowance to supply 140 linear feet of astragals.
- IN9 Engineering visit:**  
GALA has an allowance for one (1) engineering site visit by our personnel to ascertain and confirm current site conditions and dimensions.
- IN10 Installation:**  
GALA will provide the mechanical installation of all included systems, as described in this document. We base this installation on the full availability, during the installation schedule, of the site's locations where the systems are to be installed. Work on-site is based on normal workdays of 8 hours at 5 days/week. We assume that the site is not union and GALA's team will install this project.
- IN11 Demolition of current system:**  
GALA will remove the damaged equipment from the pit, but disposal is the owner's responsibility.
- IN12 Shoring of lift platform:**  
The shoring of the existing lift platform above the pit floor is included in GALA's scope of work.
- IN13 Commissioning and training:**  
The commissioning and training of all mechanical components to owner and end users will be supplied by GALA. The commissioning and training will be done immediately following the completed installation.
- IN14 Handling and packing:**  
The equipment will be prepared and crated as per our usual standards for shipment to the site.



**IN15 Shipping to job site:**

GALA will ship all equipment included herein, DDP to the job site in Idaho Falls, Idaho, USA.

**IN16 Factory Acceptance Procedure (FAP):**

A Factory Acceptance Procedure will be performed in our shop per GALA's usual standards.

**IN17 Owner's manual:**

GALA will provide, at final acceptance, complete maintenance manuals in PDF format that will include detailed cut sheets of all components and as-built drawings. These manuals will be prepared in English.

**IN18 Emergency service:**

GALA will provide 24-hour access to an emergency service line #1-800-463-7226 to reach a GALA technician for telephone support or to arrange for an emergency visit.

**IN19 Warranty:**

GALA will provide a 12-month warranty on all mechanical systems provided as described in this document if the site wiring between the MCP and the pit floor terminal boxes have been replaced in its entirety. The warranty will begin at the earliest of:

- signature of practical completion or
- six (6) months following shipping from GALA's factory.

**ITEMS NOT PROVIDED BY GALA  
BUT REQUIRED FOR A COMPLETE WORKING SYSTEM**

**EX1 Site wiring:**

Any modification or replacement of site wiring is by other.

**EX1 Other components:**

The supply of components not mentioned above will be provided by others. These include, but are not limited to:

- Any safety equipment not mentioned above
- Any drive shaft covers

**EX2 Legal pit:**

An appropriate pit with the provision of any holes, openings or chase areas. Proper support for the Spiralift and guiding system (either structural building concrete or structural steel members) which can support all loads as indicated by GALA). The pit shall be clean and free of debris, properly illuminated and ventilated. The construction of the pit shall be properly framed with all dimensions held within 1/4" (6 mm) of measurements shown on the drawings. The pit should be waterproofed with adequate drainage.

**EX3 Guide System(s) for the Lift(s):**

The existing guide system will be reused.

**EX4 Disposal of old equipment**

Disposal of old equipment removed during the drive replacement is at Owner's responsibility.

**EX5 Condition for proper installation:**

At the time of installation, the pit and its surroundings, the anchor or lifting points, the pathway from unloading point to pit and unloading area should be cleared and free from debris or other trades. The access should be adequate to handle 6 x 4ft – 2000lbs components. We assume that sufficient working and storage space for our operations will be provided. We also assume that access near the pit's edge can be done with a regular forklift or the like. Perimeter protection of the installation will be by others.

**EX6 Storage of equipment:**

In the event the equipment provided by GALA cannot be installed per established and agreed upon schedule, sufficient storage area will have to be available on-site. At the client's request and at his expense, GALA can arrange to store the equipment off its premises. Fees and rates are on a case-by-case basis and provided upon request.

**EX7 Construction / trade permits:**

GALA excludes any general construction and trade permits to suit the installation.

**EX8 Load test:**

GALA excludes any site load tests. Any required tests will be provided by others.

**EX9 Spare parts:**

The provision of spare parts is not included.

**EX10 Maintenance and service:**

GALA has no allowance for any maintenance visits following the installation.

**EX11 Warranty:**

In the case where the site wiring between the MCP and the pit floor terminal boxed has not been replaced and new connections were made by cutting the end of the wires, GALA cannot provide a warranty on the system.

## TERMS AND CONDITIONS OF PAYMENT

- 20% at production completion in factory and before delivery of equipment
- 70% at the delivery of equipment on-site.
- 10% following the installation but not to exceed six months following the delivery of the equipment.

## PRICING OF PROJECT

Following each of the above-mentioned comments, we are pleased to propose for your requirements, a customized system with Spiralift tubular thrust screws for the total sum of:

\*\*\* \$ 232,000.00 USD \*\*\*

UNLESS SPECIFICALLY MENTIONED ABOVE, ALL AMOUNTS DO NOT INCLUDE ANY FEDERAL, PROVINCIAL/STATE OR LOCAL TAXES, DUTIES, BONDS, FEES OR PERMIT THAT MAY BE APPLICABLE.

## NOTICE

1. Please note that this offer is based upon the information we have received at the time of this proposal. *We would reserve the right to revise our proposal shall a change occur in the technical or contractual parameters.*
2. This proposal is based on a delivery of Gala's equipment during the year 2023-2024. If, for reasons out of Gala's control, the delivery schedule should go beyond June 30th, 2024, Gala reserves the right to readjust the price of the proposal as a function of inflation for each shipment of equipment after its planned delivery date.

3. All equipment supplied by Gala Systems Inc. is the sole property of Gala Systems Inc. until payment in full is received.
4. This pricing proposal is valid for a period of 60 days starting at the date of this offer.
5. Payment terms above are subject to credit approval.

If you have any queries, please do not hesitate to contact us.

Best regards,

*Jean-François Mongeau*

**Jean-François Mongeau**

Service department

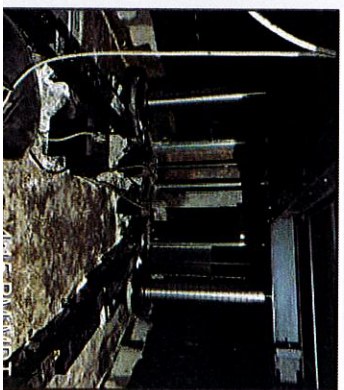
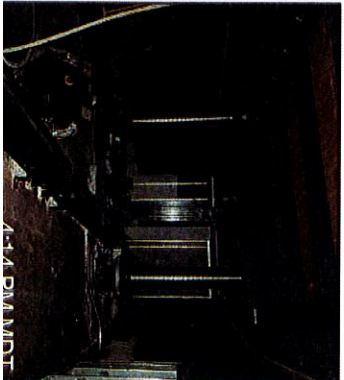
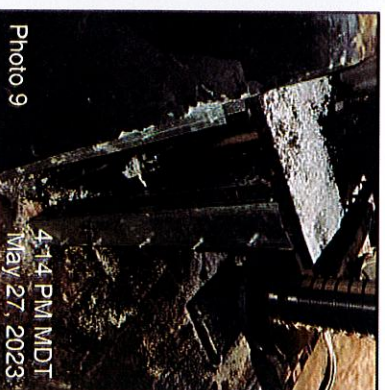
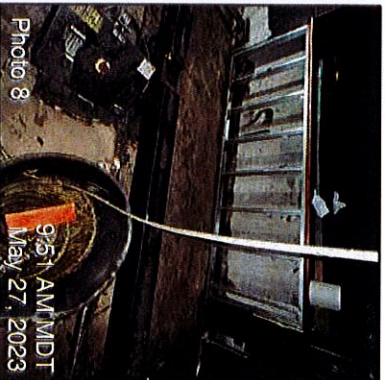
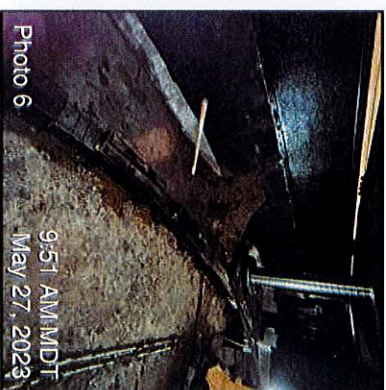
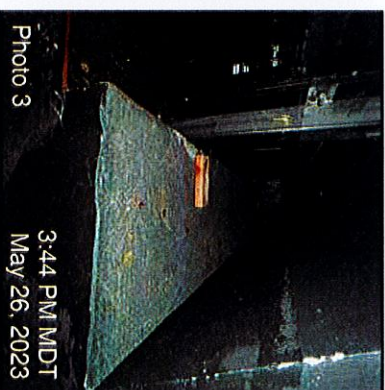
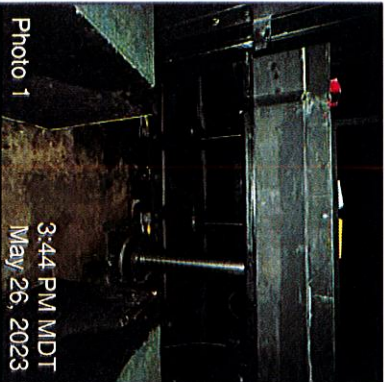
Phone: +1 450 678 7226

e-mail: [jfmongeau@galasystems.com](mailto:jfmongeau@galasystems.com)



# Orchestra Pit

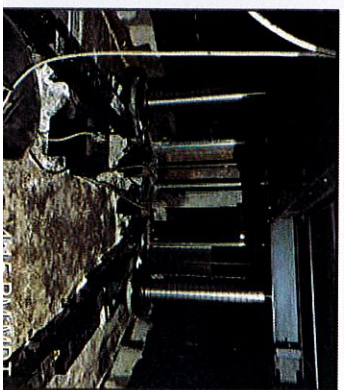
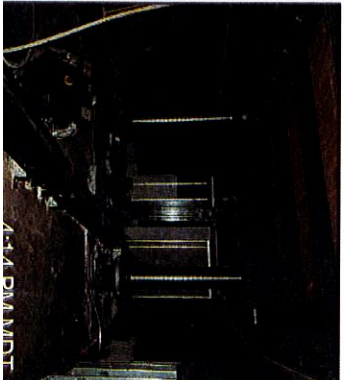
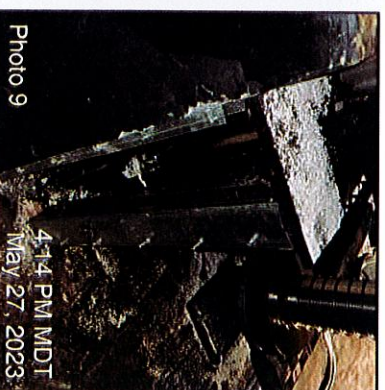
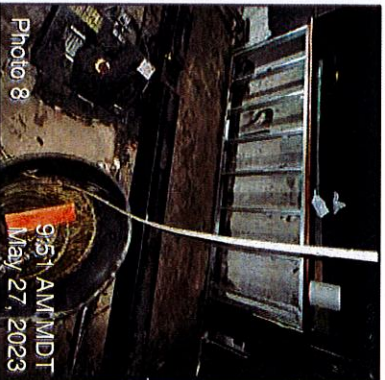
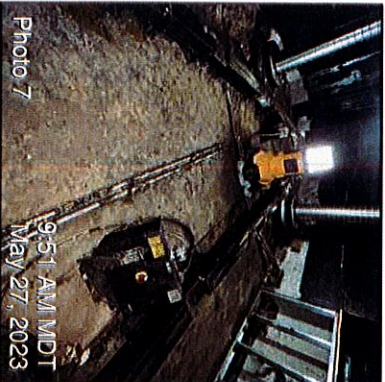
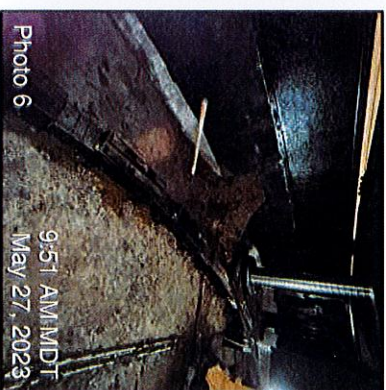
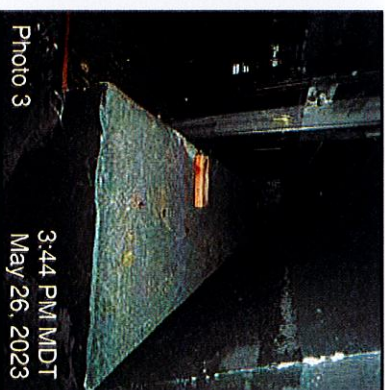
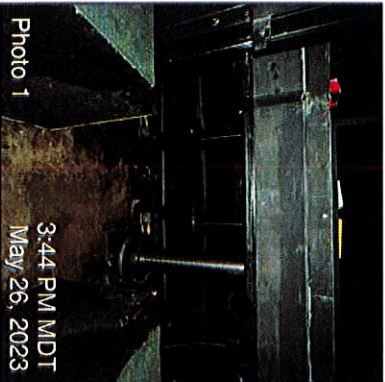
## OVERVIEW PHOTOS: Orchestra Pit





# Orchestra Pit

## OVERVIEW PHOTOS: Orchestra Pit



# Memorandum

File #: 23-235

City Council Meeting

**FROM:** Pam Alexander, Municipal Services Director  
**DATE:** Tuesday, August 15, 2023  
**DEPARTMENT:** Municipal Services

## Subject

Declare a Response to an Emergency and Ratify Emergency Restoration Services at the Idaho Falls Civic Center for the Performing Arts

## Council Action Desired

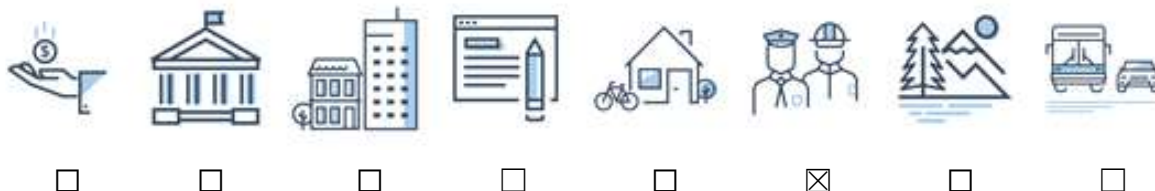
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Declare that the flooding of the Idaho Falls Civic Center was an emergency that necessarily demanded the immediate expenditure of public money pursuant to Idaho Statute §67-2808, and ratify the emergency restoration services performed by Tobin Restoration at the Idaho Falls Civic Center for the Performing Arts for a total of \$123,636.91 (or take other action deemed appropriate).

## Description, Background Information & Purpose

On May 23, 2023, a rare and extreme rainstorm occurred and flooded the Civic basement causing a significant public calamity and imminent risk to the safety of city employees and the public. At approximately 8:00 pm, city staff responded to the Civic Center and found over 5-feet of water had breached the outside door and flowed into the facility basement. Out of an abundance of caution, city staff contacted Public Works and Idaho Falls Power for assistance. With city staff on-site extracting water, it was determined more assistance would be necessary and city staff contacted restoration companies. Tobin Restoration was available and responded within an hour and worked alongside city staff throughout the evening to mitigate the water damage and safeguard the facility. An insurance claim was submitted and a tour of the damage was performed by the city's insurance provider, ICRMP. The claim was denied as an act of God and determined not to be covered.

## Alignment with City & Department Planning Objectives



The ratification of emergency restoration services supports the safe and security community-oriented result by providing rapid response to safety solutions that focus on risk reduction and the safeguard of city property.

**Interdepartmental Coordination**

The City's risk management committee concurred with the recommendation to use risk management funds to repair the equipment.

**Fiscal Impact**

The funds to perform emergency restoration services are available within the fiscal year 2022/23 Risk Management budget.

**Legal Review**

The City Attorney concurs that the desired Council action is within State Statute §67-2808.



## Tobin Restoration, INC.

---

3466 East 20th North  
Idaho Falls, ID. 83401  
Office: (208) 523-1080  
www.tobinrestoration.com  
Tax ID# 82-0398115

Client: Civic Auditorium - City of Idaho Falls  
Property: 501 S Holmes  
Idaho Falls , ID 83401

Home: (208) 709-2093

Operator: MITIGATI

Estimator: Blake Judy  
Position: Mitigation Manager  
Company: Tobin Restoration  
Business: 3466 E 20 N  
Idaho Falls , ID 83401

Cellular: (208) 821-7029  
E-mail: Mitigation@tobinrestoration.com

Type of Estimate: Flood

Date Entered: 6/13/2023

Date Assigned: 5/23/2023

Price List: IDIFTB\_JUN23

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY\_AUDITORIUM\_EMS

### ***EMERGENCY SERVICES BREAK DOWN ONLY***

GRAND TOTAL: \$109,803.49

Thank you for choosing Tobin Restoration INC. for your Emergency Services. Listed below you will find a detailed breakdown of the services provided at the above mentioned property. This includes the work necessary to preserve and protect the property from further damage.

The IDIFTB\_JUN23 price list for the Idaho Falls market was used for some or all of the unit costs. This price list is created and maintained by Tobin Restoration INC. Tobin Restoration performs detailed research on local market pricing each month to ensure accurate and fair rates for all customers.

Any subsequent reconstruction and or content manipulation/cleaning will be included in a separate estimate.

Tobin Restoration INC. is a full-service restoration contractor specializing in residential property mitigation, content cleaning/processing, and general contracting services for over 45 years.

Idaho General Contractor License # RCE-2701

Federal Tax ID: 82-0398115





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### CITY\_AUDITORIUM\_EMS

#### CITY\_AUDITORIUM\_EMS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Content Manipulation charge - per hour	56.00 HR	0.00	92.50	0.00	5,180.00
<i>Labor to mover contents out from basement. Either disposed of the contents or placed it in the back room for cleaning.</i>					
2. Add for personal protective equipment - Heavy duty	35.00 EA	0.00	38.87	81.63	1,442.08
3. Safety Glasses	15.00 EA	0.00	3.00	2.70	47.70
4. Cleaning & Remediation - Project Management - per hr	60.00 HR	0.00	105.00	0.00	6,300.00
5. Equipment setup, take down, and monitoring (hourly charge)	50.00 HR	0.00	92.50	0.00	4,625.00
6. Contamination - on-site ATP testing	2.00 EA	0.00	74.50	0.37	149.37
Total: CITY_AUDITORIUM_EMS				84.70	17,744.15

#### Drying Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	62.00 EA	0.00	76.59	0.00	4,748.58
<i>2 Large dehumidifiers set May 27th - May 30th (6)</i> <i>4 large dehumidifiers set May 30th - June 14th (56)</i>					
8. Dehumidifier (per 24 hour period) - Desiccant - No monit.	14.00 EA	0.00	230.50	0.00	3,227.00
<i>Desiccant dehumidifier set May 30th - June 14th (14)</i>					
9. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	61.00 DA	0.00	125.00	0.00	7,625.00
<i>2 large air scrubber set May 27th - May 30th (6)</i> <i>4 large air scrubbers set May 30th - June 13th (52)</i> <i>3 Large air scrubbers June 13th - June 14th (3)</i>					
10. Air mover axial fan (per 24 hour period) - No monitoring	439.00 EA	0.00	37.50	0.00	16,462.50
<i>30 axial air movers set May 30 - June 12th (390)</i> <i>27 axial air movers set June 12th - June 13th (27)</i> <i>22 axial air movers set June 13th - June 14th (22)</i>					
11. Air mover (per 24 hour period) - No monitoring	287.00 EA	0.00	30.30	0.00	8,696.10
<i>20 Centrifugal air movers set May 30th - June 12th (260)</i> <i>16 Centrifugal air movers set June 12th - June 13th (16)</i> <i>11 centrifugal air movers set June 13th - June 14th (11)</i>					
12. Multi-port air mover adapter (per 24 hr period)- No monit.	28.00 EA	0.00	32.15	0.00	900.20

**Tobin Restoration, INC.**

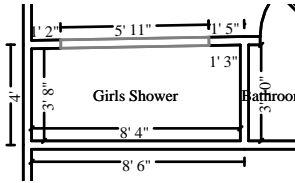
3466 East 20th North  
 Idaho Falls, ID. 83401  
 Office: (208) 523-1080  
 www.tobinrestoration.com  
 Tax ID# 82-0398115

**CONTINUED - Drying Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<i>4 multi port adapters to dry walls used for 7 days</i>					
13. Air mover (per 24 hour period) - No monitoring	14.00 EA	0.00	30.30	0.00	424.20
<i>Air mover used with multi port adapter</i>					
14. Air mover axial fan (per 24 hour period) - No monitoring	7.00 EA	0.00	37.50	0.00	262.50
<i>Air mover used with multi port adapter</i>					
15. Power distribution box - below 100 amp (per day)	27.00 DA	0.00	56.83	0.00	1,534.41
<i>1 power distribution box May 30th - June 13th (13)</i>					
<i>1 power distribution box May 30th - June 14th (14)</i>					
16. Equipment decontamination charge - per piece of equipment	64.00 EA	0.00	51.14	18.74	3,291.70
<i>62 - Pieces of drying equipment</i>					
<i>2 - Pressure washers</i>					
Totals: Drying Equipment				18.74	47,172.19

**Basement****Basement**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Material Only Sheathing - plywood - 1/2" CDX	64.00 SF	0.00	0.94	3.61	63.77
<i>Materials used for window securement</i>					
18. Remove 2" x 4" lumber (.667 BF per LF)	2.00 LF	1.11	0.00	0.00	2.22
<i>Materials used for window securement</i>					
19. Temporary Repairs - per hour	4.50 HR	0.00	90.00	0.00	405.00
<i>Labor to remove glass, clean window well and install plywood.</i>					
20. Floor scraper - per day	6.00 EA	0.00	80.00	11.81	491.81
<i>2 floor scraper rented to remove carpet squares from basement. Renting took place from Friday May 26th - Tuesday May 29th.</i>					
21. Water Remediation Technician - per hour	1.50 HR	0.00	92.50	0.00	138.75
<i>Labor to pressure wash exterior stairwell</i>					
Total: Basement				15.42	1,101.55



**Girls Shower**

**Height: 9'**

178.15 SF Walls	31.29 SF Ceiling
209.44 SF Walls & Ceiling	31.29 SF Floor
3.48 SY Flooring	18.26 LF Floor Perimeter
24.18 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**5' 11" X 6' 8"**

**Opens into WOMENS\_BATH1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Muck-out/Flood loss cleanup	31.29 SF	3.29	0.00	0.00	102.94
23. Clean with pressure/chemical spray	209.44 SF	0.00	0.69	0.13	144.64
24. Water extraction from hard surface floor - Cat 3 water	31.29 SF	0.00	1.06	0.00	33.17
25. Apply plant-based anti-microbial agent to the floor	31.29 SF	0.00	0.43	0.09	13.54
Totals: Girls Shower				0.22	294.29



**Womens Bathroom**

**Height: 9'**

401.68 SF Walls	142.55 SF Ceiling
544.23 SF Walls & Ceiling	142.55 SF Floor
15.84 SY Flooring	42.41 LF Floor Perimeter
50.99 LF Ceil. Perimeter	

**Door**

**2' 8" X 6' 8"**

**Opens into BATHROOM\_ENT**

**Missing Wall - Goes to Floor**

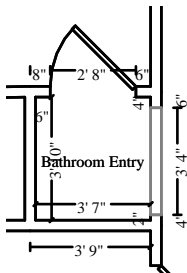
**5' 11" X 6' 8"**

**Opens into GIRLS\_SHOWER**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Muck-out/Flood loss cleanup	142.55 SF	3.29	0.00	0.00	468.99
27. Clean with pressure/chemical spray	544.23 SF	0.00	0.69	0.33	375.85
28. Water extraction from hard surface floor - Cat 3 water	142.55 SF	0.00	1.06	0.00	151.10
29. Apply plant-based anti-microbial agent to the floor	142.55 SF	0.00	0.43	0.43	61.73
30. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
31. Clean mirror	8.00 SF	0.00	1.59	0.00	12.72
32. Clean toilet	2.00 EA	0.00	49.15	0.01	98.31

**CONTINUED - Womens Bathroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
33. Clean sink	1.00 EA	0.00	29.24	0.00	29.24
34. Clean the floor	142.55 SF	0.00	0.79	0.09	112.70
35. Clean soap/hand sanitizer dispenser	1.00 EA	0.00	15.87	0.00	15.87
Totals: Womens Bathroom				0.86	1,337.50


**Bathroom Entry**
**Height: 9'**

93.50 SF Walls	13.74 SF Ceiling
107.24 SF Walls & Ceiling	13.74 SF Floor
1.53 SY Flooring	8.83 LF Floor Perimeter
14.83 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 8" X 6' 8"</b>	<b>Opens into WOMENS_BATH1</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' 4" X 6' 8"</b>	<b>Opens into HALLWAY</b>

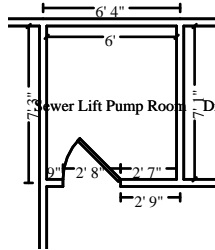
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Muck-out/Flood loss cleanup	13.74 SF	3.29	0.00	0.00	45.20
37. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	13.74 SF	2.06	0.00	0.06	28.36
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
38. Tear out baseboard and bag for disposal - up to Cat 3	8.83 LF	1.47	0.00	0.10	13.08
39. Drill holes for wall cavity drying	6.00 EA	0.00	0.91	0.00	5.46
40. Clean with pressure/chemical spray	107.24 SF	0.00	0.69	0.06	74.06
41. Water extraction from hard surface floor - Cat 3 water	13.74 SF	0.00	1.06	0.00	14.56
42. Apply plant-based anti-microbial agent to the floor	13.74 SF	0.00	0.43	0.04	5.95
43. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
Totals: Bathroom Entry				0.26	197.66





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### Sewer Lift Pump Room

Height: 9'

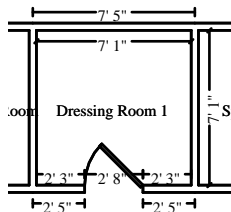
217.72 SF Walls	42.50 SF Ceiling
260.22 SF Walls & Ceiling	42.50 SF Floor
4.72 SY Flooring	23.50 LF Floor Perimeter
26.17 LF Ceil. Perimeter	

#### Door

2' 8" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Muck-out/Flood loss cleanup	42.50 SF	3.29	0.00	0.00	139.83
45. Clean with pressure/chemical spray	260.22 SF	0.00	0.69	0.16	179.71
46. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
47. Water extraction from hard surface floor - Cat 3 water	42.50 SF	0.00	1.06	0.00	45.05
48. Apply plant-based anti-microbial agent to the floor	42.50 SF	0.00	0.43	0.13	18.41
Totals: Sewer Lift Pump Room				0.29	393.99



### Dressing Room 1

Height: 9'

237.22 SF Walls	50.17 SF Ceiling
287.40 SF Walls & Ceiling	50.17 SF Floor
5.57 SY Flooring	25.67 LF Floor Perimeter
28.33 LF Ceil. Perimeter	

#### Door

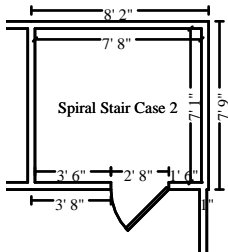
2' 8" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
49. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
50. Muck-out/Flood loss cleanup	50.17 SF	3.29	0.00	0.00	165.06
51. Mirror - plate glass - Detach	4.00 SF	0.00	9.90	0.00	39.60
52. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
53. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62
54. Tear out countertop - flat laid plastic laminate	5.50 LF	8.81	0.00	0.00	48.46
55. Tear out baseboard and bag for disposal - up to Cat 3	25.67 LF	1.47	0.00	0.29	38.02

**CONTINUED - Dressing Room 1**

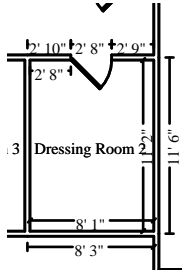
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. Tear out wet non-salv. cpt, cut/bag- Cat 3 wtr - after hrs	50.17 SF	2.06	0.00	0.21	103.56
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
57. Drill holes for wall cavity drying	10.00 EA	0.00	0.91	0.00	9.10
58. Clean with pressure/chemical spray	287.40 SF	0.00	0.69	0.17	198.48
59. Water extraction from hard surface floor - Cat 3 water	50.17 SF	0.00	1.06	0.00	53.18
60. Apply plant-based anti-microbial agent to the floor	50.17 SF	0.00	0.43	0.15	21.72
Totals: Dressing Room 1				0.82	731.05


**Spiral Stair Case 2**
**Height: 9'**

247.72 SF Walls	54.31 SF Ceiling
302.03 SF Walls & Ceiling	54.31 SF Floor
6.03 SY Flooring	26.83 LF Floor Perimeter
29.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
61. Muck-out/Flood loss cleanup	54.31 SF	3.29	0.00	0.00	178.68
62. Tear out wet non-salv. cpt, cut/bag- Cat 3 wtr - after hrs	302.03 SF	2.06	0.00	1.27	623.45
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
63. Clean with pressure/chemical spray	302.03 SF	0.00	0.69	0.18	208.58
64. Water extraction from hard surface floor - Cat 3 water	54.31 SF	0.00	1.06	0.00	57.57
65. Apply plant-based anti-microbial agent to more than the floor	302.03 SF	0.00	0.43	0.91	130.78
66. Clean door (per side)	2.00 EA	0.00	16.00	0.02	32.02
Totals: Spiral Stair Case 2				2.38	1,231.08

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## Dressing Room 2

**Height: 9'**

328.72 SF Walls	90.26 SF Ceiling
418.99 SF Walls & Ceiling	90.26 SF Floor
10.03 SY Flooring	35.83 LF Floor Perimeter
38.50 LF Ceil. Perimeter	

## Door

**2' 8" X 6' 8"**

**Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
67. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
68. Muck-out/Flood loss cleanup	90.26 SF	3.29	0.00	0.00	296.96
69. Mirror - plate glass - Detach	4.00 SF	0.00	9.90	0.00	39.60
70. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
71. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62
72. Tear out countertop - flat laid plastic laminate	5.50 LF	8.81	0.00	0.00	48.46
73. Tear out baseboard and bag for disposal - up to Cat 3	35.83 LF	1.47	0.00	0.41	53.08
74. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	90.26 SF	2.06	0.00	0.38	186.32
75. Drill holes for wall cavity drying	20.00 EA	0.00	0.91	0.00	18.20
76. Clean with pressure/chemical spray	418.99 SF	0.00	0.69	0.25	289.35
77. Water extraction from hard surface floor - Cat 3 water	90.26 SF	0.00	1.06	0.00	95.68
78. Apply plant-based anti-microbial agent to the floor	90.26 SF	0.00	0.43	0.27	39.08

Totals: Dressing Room 2

1.31

1,120.60



### Dressing Room 3

**Height: 9'**

322.72 SF Walls	86.54 SF Ceiling
409.26 SF Walls & Ceiling	86.54 SF Floor
9.62 SY Flooring	35.17 LF Floor Perimeter
37.83 LF Ceil. Perimeter	

## Door

**2' 8" X 6' 8"**

**Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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**CONTINUED - Dressing Room 3**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
79. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
80. Muck-out/Flood loss cleanup	86.54 SF	3.29	0.00	0.00	284.72
81. Mirror - plate glass - Detach	4.00 SF	0.00	9.90	0.00	39.60
82. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
83. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62
84. Tear out countertop - flat laid plastic laminate	5.50 LF	8.81	0.00	0.00	48.46
85. Tear out baseboard and bag for disposal - up to Cat 3	35.17 LF	1.47	0.00	0.40	52.10
86. Tear out wet non-salv. cpt, cut/bag- Cat 3 wtr - after hrs	86.54 SF	2.06	0.00	0.36	178.63
<b><i>CARPET REMOVED SATURDAY MAY 27TH</i></b>					
87. Drill holes for wall cavity drying	20.00 EA	0.00	0.91	0.00	18.20
88. Clean with pressure/chemical spray	409.26 SF	0.00	0.69	0.25	282.64
89. Water extraction from hard surface floor - Cat 3 water	86.54 SF	0.00	1.06	0.00	91.73
90. Apply plant-based anti-microbial agent to the floor	86.54 SF	0.00	0.43	0.26	37.47
Totals: Dressing Room 3				1.27	1,087.42



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Hallway Height: 9'

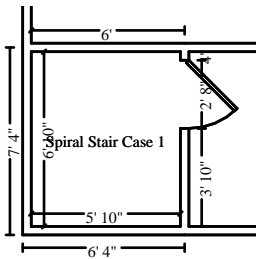
1,469.83 SF Walls	475.86 SF Ceiling
1,945.69 SF Walls & Ceiling	475.86 SF Floor
52.87 SY Flooring	149.83 LF Floor Perimeter
201.83 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"	Opens into DRESSING_RO1
Door	2' 8" X 6' 8"	Opens into DRESSING_RO2
Door	3' X 6' 8"	Opens into ORCHESTRA_RO
Door	3' X 6' 8"	Opens into ORCHESTRA_RO
Door	2' 8" X 6' 8"	Opens into DRESSING_RO4
Door	2' 8" X 6' 8"	Opens into MENS_BATHRO2
Door	2' 8" X 6' 8"	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into SPIRAL_STAIR
Door	2' 8" X 6' 8"	Opens into DRESSING_RO3
Door	2' 8" X 6' 8"	Opens into DRESSING_RO3
Door	2' 8" X 6' 8"	Opens into FIRE_SUPRESS
Door	2' 8" X 6' 8"	Opens into FIRE_SUPRESS
Door	2' 8" X 6' 8"	Opens into ELECTRICAL__
Door	2' 8" X 6' 8"	Opens into DRESSING_RO6
Door	2' 8" X 6' 8"	Opens into DRESSING_RO6
Missing Wall - Goes to Floor	3' 4" X 6' 8"	Opens into BATHROOM_ENT
Door	2' 8" X 6' 8"	Opens into SEWER_LIFT_P
Door	2' 8" X 6' 8"	Opens into DRESSING_ROO
Door	2' 8" X 6' 8"	Opens into SPIRAL_STAI2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
91. Remove Cold air return cover - Extra large	1.00 EA	12.85	0.00	0.00	12.85
92. Muck-out/Flood loss cleanup	475.86 SF	3.29	0.00	0.00	1,565.58
93. Remove Drinking fountain	1.00 EA	165.52	0.00	0.00	165.52
94. Tear out baseboard and bag for disposal - up to Cat 3	149.83 LF	1.47	0.00	1.71	221.96
95. Tear out wet non-salv. cpt, cut/bag- Cat 3 wtr - after hrs	475.86 SF	2.06	0.00	2.00	982.27
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
96. Tear out wet drywall, cleanup, bag for disposal	59.50 SF	1.54	0.00	0.61	92.24
97. Drill holes for wall cavity drying	10.00 EA	0.00	0.91	0.00	9.10

**CONTINUED - Hallway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. Clean with pressure/chemical spray	1,945.69 SF	0.00	0.69	1.17	1,343.70
99. Water extraction from hard surface floor - Cat 3 water	475.86 SF	0.00	1.06	0.00	504.41
100. Apply plant-based anti-microbial agent to the floor	475.86 SF	0.00	0.43	1.43	206.05
101. Floor protection - cardboard and tape	475.86 SF	0.79	0.00	7.99	383.92
Totals: Hallway				14.91	5,487.60

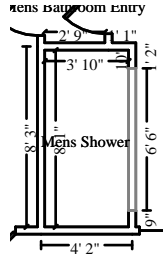


**Spiral Stair Case 1**

**Height: 9'**

210.22 SF Walls	39.86 SF Ceiling
250.08 SF Walls & Ceiling	39.86 SF Floor
4.43 SY Flooring	22.67 LF Floor Perimeter
25.33 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"	Opens into HALLWAY			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
102. Muck-out/Flood loss cleanup	39.86 SF	3.29	0.00	0.00	131.14
103. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	250.08 SF	2.06	0.00	1.05	516.21
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
104. Clean with pressure/chemical spray	250.08 SF	0.00	0.69	0.15	172.71
105. Water extraction from hard surface floor - Cat 3 water	39.86 SF	0.00	1.06	0.00	42.25
106. Apply plant-based anti-microbial agent to more than the floor	250.08 SF	0.00	0.43	0.75	108.28
107. Clean door (per side)	2.00 EA	0.00	16.00	0.02	32.02
Totals: Spiral Stair Case 1				1.97	1,002.61



**Mens Shower**

**Height: 9'**

171.17 SF Walls	30.99 SF Ceiling
202.15 SF Walls & Ceiling	30.99 SF Floor
3.44 SY Flooring	17.33 LF Floor Perimeter
23.83 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**6' 6" X 6' 8"**

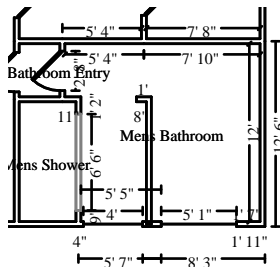
**Opens into MENS\_BATHRO1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
108. Muck-out/Flood loss cleanup	30.99 SF	3.29	0.00	0.00	101.96
109. Clean with pressure/chemical spray	202.15 SF	0.00	0.69	0.12	139.60
110. Water extraction from hard surface floor - Cat 3 water	30.99 SF	0.00	1.06	0.00	32.85
111. Apply plant-based anti-microbial agent to the floor	30.99 SF	0.00	0.43	0.09	13.42

Totals: Mens Shower

0.21

287.83



**Mens Bathroom**

**Height: 9'**

373.56 SF Walls	148.88 SF Ceiling
522.44 SF Walls & Ceiling	148.88 SF Floor
16.54 SY Flooring	43.17 LF Floor Perimeter
52.33 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**6' 6" X 6' 8"**

**Opens into MENS\_SHOWER**

**Window**

**5' 1" X 4'**

**Opens into Exterior**

**Window**

**4' X 4'**

**Opens into Exterior**

**Door**

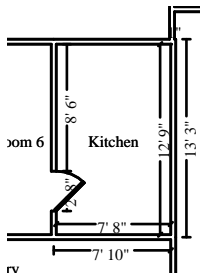
**2' 8" X 6' 8"**

**Opens into MENS\_BATHRO2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
112. Muck-out/Flood loss cleanup	148.88 SF	3.29	0.00	0.00	489.82
113. Clean with pressure/chemical spray	522.44 SF	0.00	0.69	0.31	360.79
114. Water extraction from hard surface floor - Cat 3 water	148.88 SF	0.00	1.06	0.00	157.81
115. Apply plant-based anti-microbial agent to the floor	148.88 SF	0.00	0.43	0.45	64.47
116. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99

**CONTINUED - Mens Bathroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
117. Clean mirror	4.00 SF	0.00	1.59	0.00	6.36
118. Clean toilet	1.00 EA	0.00	49.15	0.00	49.15
119. Clean urinal	2.00 EA	0.00	47.51	0.01	95.03
120. Clean sink	1.00 EA	0.00	29.24	0.00	29.24
121. Clean the floor	148.88 SF	0.00	0.79	0.09	117.71
122. Clean soap/hand sanitizer dispenser	1.00 EA	0.00	15.87	0.00	15.87
Totals: Mens Bathroom				0.86	1,397.24


**Kitchen**
**Height: 9'**

349.72 SF Walls	97.75 SF Ceiling
447.47 SF Walls & Ceiling	97.75 SF Floor
10.86 SY Flooring	38.17 LF Floor Perimeter
40.83 LF Ceil. Perimeter	

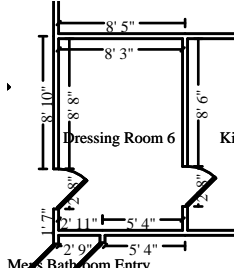
Door		2' 8" X 6' 8"		Opens into DRESSING_RO4	
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
123. Tear out cabinetry - lower (base) units	18.00 LF	15.33	0.00	0.00	275.94
124. Tear out cabinetry - upper (wall) units	4.00 LF	15.33	0.00	0.00	61.32
125. Muck-out/Flood loss cleanup	97.75 SF	3.29	0.00	0.00	321.60
126. Tear out wet drywall, cleanup, bag for disposal	87.43 SF	1.54	0.00	0.89	135.53
127. Clean with pressure/chemical spray	447.47 SF	0.00	0.69	0.27	309.02
128. Water extraction from hard surface floor - Cat 3 water	97.75 SF	0.00	1.06	0.00	103.62
129. Apply plant-based anti-microbial agent to more than the floor	447.47 SF	0.00	0.43	1.34	193.75
Totals: Kitchen				2.50	1,400.78





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### Dressing Room 6

Height: 9'

342.44 SF Walls  
447.63 SF Walls & Ceiling  
11.69 SY Flooring  
42.00 LF Ceil. Perimeter

105.19 SF Ceiling  
105.19 SF Floor  
36.67 LF Floor Perimeter

Door

2' 8" X 6' 8"

Opens into HALLWAY

Door

2' 8" X 6' 8"

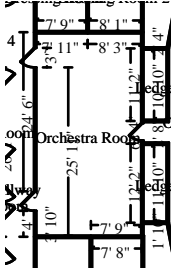
Opens into KITCHEN

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
130. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
131. Muck-out/Flood loss cleanup	105.19 SF	3.29	0.00	0.00	346.08
132. Mirror - plate glass - Detach	4.00 SF	0.00	9.90	0.00	39.60
133. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
134. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62
135. Tear out countertop - flat laid plastic laminate	4.50 LF	8.81	0.00	0.00	39.65
136. Tear out baseboard and bag for disposal - up to Cat 3	36.67 LF	1.47	0.00	0.42	54.32
137. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	105.19 SF	2.06	0.00	0.44	217.13
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
138. Tear out wet drywall, cleanup, bag for disposal	85.61 SF	1.54	0.00	0.87	132.71
139. Drill holes for wall cavity drying	15.00 EA	0.00	0.91	0.00	13.65
140. Clean with pressure/chemical spray	447.63 SF	0.00	0.69	0.27	309.13
141. Water extraction from hard surface floor - Cat 3 water	105.19 SF	0.00	1.06	0.00	111.50
142. Apply plant-based anti-microbial agent to the floor	105.19 SF	0.00	0.43	0.32	45.55
Totals: Dressing Room 6				2.32	1,363.19



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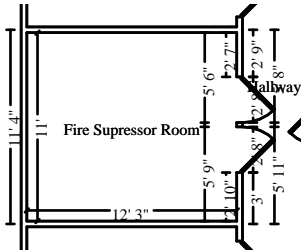
### Orchestra Room

Height: 9'

794.22 SF Walls	503.86 SF Ceiling
1,298.08 SF Walls & Ceiling	503.86 SF Floor
55.98 SY Flooring	86.00 LF Floor Perimeter
94.67 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into HALLWAY
Door	3' X 6' 8"	Opens into HALLWAY
Door	2' 8" X 6' 8"	Opens into ORCHESTRA_PI

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
143. Muck-out/Flood loss cleanup	503.86 SF	3.29	0.00	0.00	1,657.70
144. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	503.86 SF	2.06	0.00	2.12	1,040.07
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
145. Tear out baseboard and bag for disposal - up to Cat 3	86.00 LF	1.47	0.00	0.98	127.40
146. Tear out wet drywall, cleanup, bag for disposal	277.98 SF	1.54	0.00	2.84	430.93
147. Clean with pressure/chemical spray	1,298.08 SF	0.00	0.69	0.78	896.46
148. Water extraction from hard surface floor - Cat 3 water	503.86 SF	0.00	1.06	0.00	534.09
149. Apply plant-based anti-microbial agent to more than the floor	1,298.08 SF	0.00	0.43	3.89	562.06
150. Clean door (per side)	4.00 EA	0.00	16.00	0.04	64.04
151. Containment Barrier/Airlock/Decon. Chamber	25.00 SF	0.00	1.38	0.23	34.73
152. Ducting - lay-flat	25.00 LF	0.00	0.35	0.53	9.28
Totals: Orchestra Room				11.41	5,356.76



**Fire Suppressor Room**

**Height: 9'**

382.94 SF Walls	134.75 SF Ceiling
517.69 SF Walls & Ceiling	134.75 SF Floor
14.97 SY Flooring	41.17 LF Floor Perimeter
46.50 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 8" X 6' 8"</b>	<b>Opens into HALLWAY</b>
<b>Door</b>	<b>2' 8" X 6' 8"</b>	<b>Opens into HALLWAY</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
153. Interior door slab only - Detach	2.00 EA	0.00	10.99	0.00	21.98
154. Muck-out/Flood loss cleanup	134.75 SF	3.29	0.00	0.00	443.33
155. Drill holes for wall cavity drying	15.00 EA	0.00	0.91	0.00	13.65
156. Clean with pressure/chemical spray	517.69 SF	0.00	0.69	0.31	357.52
157. Water extraction from hard surface floor - Cat 3 water	134.75 SF	0.00	1.06	0.00	142.84
158. Apply plant-based anti-microbial agent to the floor	134.75 SF	0.00	0.43	0.40	58.34
Totals: Fire Suppressor Room				0.71	1,037.66



**Dressing Room 5**

**Height: 9'**

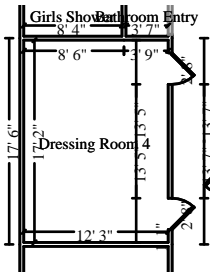
498.44 SF Walls	213.35 SF Ceiling
711.80 SF Walls & Ceiling	213.35 SF Floor
23.71 SY Flooring	54.00 LF Floor Perimeter
59.33 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 8" X 6' 8"</b>	<b>Opens into HALLWAY</b>
<b>Door</b>	<b>2' 8" X 6' 8"</b>	<b>Opens into HALLWAY</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
159. Interior door slab only - Detach	2.00 EA	0.00	10.99	0.00	21.98
160. Muck-out/Flood loss cleanup	213.35 SF	3.29	0.00	0.00	701.92
161. Mirror - plate glass - Detach	32.00 SF	0.00	9.90	0.00	316.80
162. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
163. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62

**CONTINUED - Dressing Room 5**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
164. Tear out countertop - flat laid plastic laminate	46.00 LF	8.81	0.00	0.00	405.26
165. Tear out baseboard and bag for disposal - up to Cat 3	54.00 LF	1.47	0.00	0.62	80.00
166. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	213.35 SF	2.06	0.00	0.90	440.40
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
167. Drill holes for wall cavity drying	25.00 EA	0.00	0.91	0.00	22.75
168. Clean with pressure/chemical spray	711.80 SF	0.00	0.69	0.43	491.57
169. Water extraction from hard surface floor - Cat 3 water	213.35 SF	0.00	1.06	0.00	226.15
170. Apply plant-based anti-microbial agent to the floor	213.35 SF	0.00	0.43	0.64	92.38
Totals: Dressing Room 5				2.59	2,842.09



**Dressing Room 4**

**Height: 9'**

493.94 SF Walls	210.29 SF Ceiling
704.24 SF Walls & Ceiling	210.29 SF Floor
23.37 SY Flooring	53.50 LF Floor Perimeter
58.83 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 8" X 6' 8"</b>
<b>Door</b>	<b>2' 8" X 6' 8"</b>

<b>Opens into HALLWAY</b>
<b>Opens into HALLWAY</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
171. Interior door slab only - Detach	2.00 EA	0.00	10.99	0.00	21.98
172. Muck-out/Flood loss cleanup	210.29 SF	3.29	0.00	0.00	691.85
173. Mirror - plate glass - Detach	32.00 SF	0.00	9.90	0.00	316.80
174. Soap/hand sanitizer dispenser - Detach & reset	0.50 EA	0.00	24.52	0.00	12.26
175. Remove Paper towel dispenser	1.00 EA	30.62	0.00	0.00	30.62
176. Tear out countertop - flat laid plastic laminate	46.00 LF	8.81	0.00	0.00	405.26
177. Tear out baseboard and bag for disposal - up to Cat 3	53.50 LF	1.47	0.00	0.61	79.26
178. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	210.29 SF	2.06	0.00	0.88	434.08

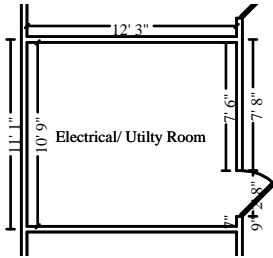


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### CONTINUED - Dressing Room 4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
179. Drill holes for wall cavity drying	25.00 EA	0.00	0.91	0.00	22.75
180. Clean with pressure/chemical spray	704.24 SF	0.00	0.69	0.42	486.35
181. Water extraction from hard surface floor - Cat 3 water	210.29 SF	0.00	1.06	0.00	222.91
182. Apply plant-based anti-microbial agent to the floor	210.29 SF	0.00	0.43	0.63	91.05
Totals: Dressing Room 4				2.54	2,815.17



### Electrical/ Utility Room

Height: 9'

396.22 SF Walls	131.69 SF Ceiling
527.91 SF Walls & Ceiling	131.69 SF Floor
14.63 SY Flooring	43.33 LF Floor Perimeter
46.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<div> <b>Door</b> <div>2' 8" X 6' 8"</div> <div>Opens into HALLWAY</div> </div>					
183. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
184. Muck-out/Flood loss cleanup	131.69 SF	3.29	0.00	0.00	433.26
185. Drill holes for wall cavity drying	10.00 EA	0.00	0.91	0.00	9.10
186. Clean with pressure/chemical spray	527.91 SF	0.00	0.69	0.32	364.58
187. Water extraction from hard surface floor - Cat 3 water	131.69 SF	0.00	1.06	0.00	139.59
188. Apply plant-based anti-microbial agent to the floor	131.69 SF	0.00	0.43	0.39	57.02
Totals: Electrical/ Utility Room				0.71	1,014.54



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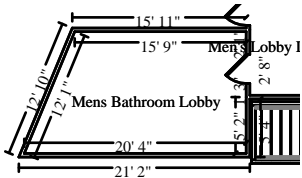


### Orchestra Pit

Height: 9'

990.64 SF Walls	515.93 SF Ceiling
1,506.57 SF Walls & Ceiling	515.93 SF Floor
57.33 SY Flooring	109.38 LF Floor Perimeter
112.05 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"		Opens into ORCHESTRA_RO		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
189. Muck-out/Flood loss cleanup	386.95 SF	3.29	0.00	0.00	1,273.07
190. Muck-out/Flood loss cleanup - Heavy	128.98 SF	6.56	0.00	0.00	846.11
191. Floor Dry	1.00 EA	0.00	100.00	2.46	102.46
<i>Used floor dry to collect all the gear oil from the pedis tools from the orchestra lift.</i>					
192. Degreaser - Per Gallon	5.00 GL	0.00	32.50	9.75	172.25
193. Cleaning Technician - per hour	3.00 HR	0.00	92.50	0.00	277.50
<i>Labor to spray, and wipe down all metal framing to orchestra pit.</i>					
194. Tear out wet drywall, cleanup, bag for disposal	142.00 SF	1.54	0.00	1.45	220.13
195. Apply plant-based anti-microbial agent to more than the floor	1,011.25 SF	0.00	0.43	3.03	437.87
Totals: Orchestra Pit				16.69	3,329.39

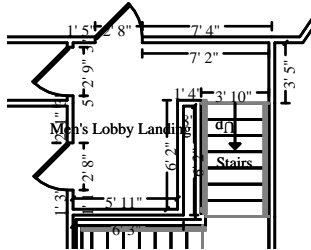


### Mens Bathroom Lobby

Height: 9'

516.25 SF Walls	201.46 SF Ceiling
717.71 SF Walls & Ceiling	201.46 SF Floor
22.38 SY Flooring	56.67 LF Floor Perimeter
59.34 LF Ceil. Perimeter	

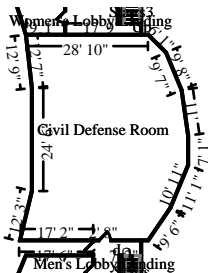
Door	2' 8" X 6' 8"		Opens into MENS_LOBBY_2		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
196. Clean the floor with pressure steam	201.46 SF	0.00	1.84	2.18	372.87
197. Apply plant-based anti-microbial agent to the floor	201.46 SF	0.00	0.43	0.60	87.23
Totals: Mens Bathroom Lobby				2.78	460.10


**Men's Lobby Landing**
**Height: 9'**

282.11 SF Walls	73.15 SF Ceiling
355.26 SF Walls & Ceiling	73.15 SF Floor
8.13 SY Flooring	29.25 LF Floor Perimeter
37.33 LF Ceil. Perimeter	

**Missing Wall**
**3' 10" X 9'**
**Opens into STAIRS**
**Door**
**2' 8" X 6' 8"**
**Opens into CIVIL\_DEFENS**
**Door**
**2' 9" X 6' 8"**
**Opens into Exterior**
**Door**
**2' 8" X 6' 8"**
**Opens into MENS\_BATHROO**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
198. Clean the floor with pressure steam	73.15 SF	0.00	1.84	0.79	135.39
199. Apply plant-based anti-microbial agent to the floor	73.15 SF	0.00	0.43	0.22	31.67
Totals: Men's Lobby Landing				1.01	167.06

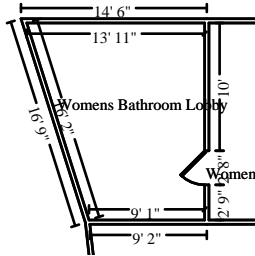

**Civil Defense Room**
**Height: 9'**

1,436.91 SF Walls	1,672.03 SF Ceiling
3,108.93 SF Walls & Ceiling	1,672.03 SF Floor
185.78 SY Flooring	158.97 LF Floor Perimeter
161.63 LF Ceil. Perimeter	

**Door**
**2' 8" X 6' 8"**
**Opens into MENS\_LOBBY\_2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
200. Clean part of the floor with pressure steam	585.21 SF	0.00	1.84	6.32	1,083.11
201. Apply plant-based anti-microbial agent to part of the floor	585.21 SF	0.00	0.43	1.76	253.40
202. Content Manipulation charge - per hour	12.00 HR	0.00	92.50	0.00	1,110.00
<i>Friday June 3rd, 3 men for 4 hours disposing of affected contents from room.</i>					

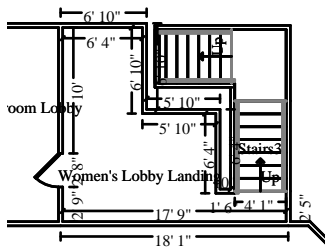
Totals: Civil Defense Room				8.08	2,446.51
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**Womens Bathroom Lobby**
**Height: 9'**

473.22 SF Walls	177.07 SF Ceiling
650.29 SF Walls & Ceiling	177.07 SF Floor
19.67 SY Flooring	51.89 LF Floor Perimeter
54.56 LF Ceil. Perimeter	

**Door**
**2' 8" X 6' 8"**
**Opens into WOMENS\_LOBB**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
203. Clean the floor with pressure steam	177.07 SF	0.00	1.84	1.91	327.72
204. Apply plant-based anti-microbial agent to the floor	177.07 SF	0.00	0.43	0.53	76.67
Totals: Womens Bathroom Lobby				2.44	404.39


**Women's Lobby Landing**
**Height: 9'**

543.97 SF Walls	160.95 SF Ceiling
704.92 SF Walls & Ceiling	160.95 SF Floor
17.88 SY Flooring	59.75 LF Floor Perimeter
62.42 LF Ceil. Perimeter	

**Missing Wall**
**4' 1" X 9'**
**Opens into STAIRS4**
**Door**
**2' 8" X 6' 8"**
**Opens into WOMENS\_BATHR**

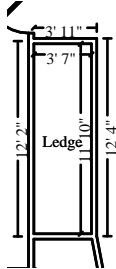
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
205. Clean the floor with pressure steam	160.95 SF	0.00	1.84	1.74	297.89
206. Apply plant-based anti-microbial agent to the floor	160.95 SF	0.00	0.43	0.48	69.69
Totals: Women's Lobby Landing				2.22	367.58





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### Ledge

Height: 9'

277.50 SF Walls  
319.90 SF Walls & Ceiling  
4.71 SY Flooring  
30.83 LF Ceil. Perimeter

42.40 SF Ceiling  
42.40 SF Floor  
30.83 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
207. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	42.40 SF	2.06	0.00	0.18	87.52
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
208. Apply plant-based anti-microbial agent to the floor	42.40 SF	0.00	0.43	0.13	18.36
Totals: Ledge				0.31	105.88



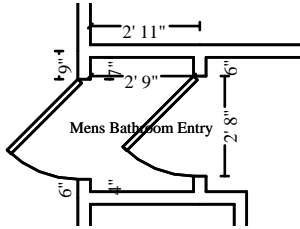
### Ledge

Height: 9'

259.50 SF Walls  
298.32 SF Walls & Ceiling  
4.31 SY Flooring  
28.83 LF Ceil. Perimeter

38.82 SF Ceiling  
38.82 SF Floor  
28.83 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
209. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	38.82 SF	2.06	0.00	0.16	80.13
<b>CARPET REMOVED SATURDAY MAY 27TH</b>					
210. Apply plant-based anti-microbial agent to the floor	38.82 SF	0.00	0.43	0.12	16.81
Totals: Ledge				0.28	96.94



### Mens Bathroom Entry

**Height: 9'**

78.44 SF Walls	9.85 SF Ceiling
88.30 SF Walls & Ceiling	9.85 SF Floor
1.09 SY Flooring	7.33 LF Floor Perimeter
12.67 LF Ceil. Perimeter	

## Door

**2' 8" X 6' 8"**

**Opens into HALLWAY**

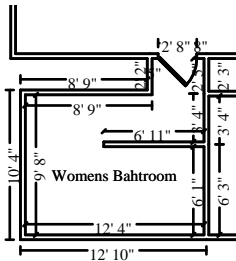
## Door

**2' 8" X 6' 8"**

**Opens into MENS\_BATHRO1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
211. Muck-out/Flood loss cleanup	9.85 SF	3.29	0.00	0.00	32.41
212. Tear out wet non-salv. cpt, cut/bag-Cat 3 wtr - after hrs	9.85 SF	2.06	0.00	0.04	20.33
<b><i>CARPET REMOVED SATURDAY MAY 27TH</i></b>					
213. Tear out baseboard and bag for disposal - up to Cat 3	7.33 LF	1.47	0.00	0.08	10.86
214. Drill holes for wall cavity drying	6.00 EA	0.00	0.91	0.00	5.46
215. Clean with pressure/chemical spray	88.30 SF	0.00	0.69	0.05	60.98
216. Water extraction from hard surface floor - Cat 3 water	9.85 SF	0.00	1.06	0.00	10.44
217. Apply plant-based anti-microbial agent to the floor	9.85 SF	0.00	0.43	0.03	4.27
218. Interior door slab only - Detach	1.00 EA	0.00	10.99	0.00	10.99
Totals: Mens Bathroom Entry				0.20	155.74
Total: Basement				97.57	39,034.20

## Main Level



## Womens Bahtroom

**Height: 9'**

547.72 SF Walls	125.82 SF Ceiling
673.54 SF Walls & Ceiling	125.82 SF Floor
13.98 SY Flooring	60.17 LF Floor Perimeter
62.83 LF Ceil. Perimeter	

## Door

**2' 8" X 6' 8"**

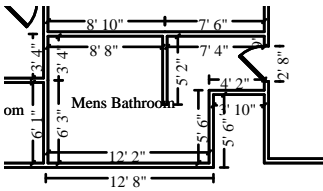
**Opens into IF\_HIGH\_HALL**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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**CONTINUED - Womens Bahtroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
219. Clean the floor with pressure steam	125.82 SF	0.00	1.84	1.36	232.87
220. Apply plant-based anti-microbial agent to the floor	125.82 SF	0.00	0.43	0.38	54.48
Totals: Womens Bahtroom				1.74	287.35

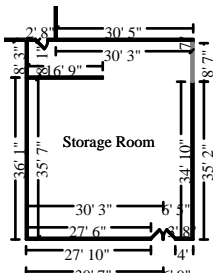


## Mens Bathroom

**Height: 9'**

541.72 SF Walls	131.83 SF Ceiling
673.56 SF Walls & Ceiling	131.83 SF Floor
14.65 SY Flooring	59.50 LF Floor Perimeter
62.17 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"		Opens into IF_HIGH_HALL		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
221. Clean the floor with pressure steam	131.83 SF	0.00	1.84	1.42	243.99
222. Apply plant-based anti-microbial agent to the floor	131.83 SF	0.00	0.43	0.40	57.09
Totals: Mens Bathroom				1.82	301.08



## Storage Room

**Height: 9'**

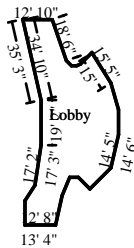
1,641.44 SF Walls	1,604.03 SF Ceiling
3,245.47 SF Walls & Ceiling	1,604.03 SF Floor
178.23 SY Flooring	178.08 LF Floor Perimeter
194.67 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"	Opens into Exterior			
Door	2' 8" X 6' 8"	Opens into Exterior			
Missing Wall - Goes to Floor	8' 7" X 6' 8"	Opens into Exterior			
Door	2' 8" X 6' 8"	Opens into IF_HIGH_HALL			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
223. Clean part of the floor with pressure steam	802.01 SF	0.00	1.84	8.66	1,484.36

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**CONTINUED - Storage Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
224. Apply plant-based anti-microbial agent to part of the floor	802.01 SF	0.00	0.43	2.41	347.27
Totals: Storage Room				11.07	1,831.63

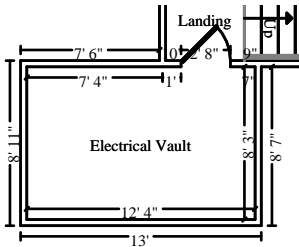


## Lobby

**Height: 9'**

2,182.19 SF Walls	2,059.83 SF Ceiling
4,242.03 SF Walls & Ceiling	2,059.83 SF Floor
228.87 SY Flooring	242.47 LF Floor Perimeter
242.47 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
225. Clean part of the floor with pressure steam	1,029.92 SF	0.00	1.84	11.12	1,906.17
226. Apply plant-based anti-microbial agent to part of the floor	1,029.92 SF	0.00	0.43	3.09	445.96
Totals: Lobby				14.21	2,352.13



## Electrical Vault

**Height: 9'**

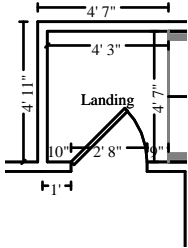
352.72 SF Walls	101.75 SF Ceiling
454.47 SF Walls & Ceiling	101.75 SF Floor
11.31 SY Flooring	38.50 LF Floor Perimeter
41.17 LF Ceil. Perimeter	

Door	2' 8" X 6' 8"		Opens into LANDING		
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
227. Content Manipulation charge - per hour	2.50 HR	0.00	92.50	0.00	231.25
<i>Emptied vault of contents to clean floor and walls.</i>					
228. Clean more than the walls	454.47 SF	0.00	0.79	0.27	359.30
229. Apply plant-based anti-microbial agent to more than the walls	454.47 SF	0.00	0.43	1.36	196.78
Totals: Electrical Vault				1.63	787.33



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### Landing

Height: 9'

99.97 SF Walls	19.48 SF Ceiling
119.45 SF Walls & Ceiling	19.48 SF Floor
2.16 SY Flooring	10.42 LF Floor Perimeter
13.08 LF Ceil. Perimeter	

Door

2' 8" X 6' 8"

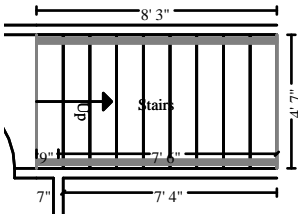
Opens into ELECTRICAL\_V

Missing Wall

4' 7" X 9'

Opens into STAIRS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
230. Clean more than the walls	119.45 SF	0.00	0.79	0.07	94.44
Totals: Landing				0.07	94.44



### Stairs

Height: 14' 3"

183.54 SF Walls	37.81 SF Ceiling
221.35 SF Walls & Ceiling	68.16 SF Floor
7.57 SY Flooring	19.97 LF Floor Perimeter
16.50 LF Ceil. Perimeter	

Missing Wall

4' 7" X 14' 2 15/16"

Opens into LANDING

Missing Wall

4' 7" X 14' 2 15/16"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
231. Clean more than the walls	251.70 SF	0.00	0.79	0.15	198.99
Totals: Stairs				0.15	198.99
Total: Main Level				30.69	5,852.95
Line Item Totals: CITY_AUDITORIUM_EMS				231.70	109,803.49



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**Grand Total Areas:**

20,298.98	SF Walls	10,569.89	SF Ceiling	30,868.87	SF Walls and Ceiling
10,697.55	SF Floor	1,188.62	SY Flooring	2,183.65	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	2,371.20	LF Ceil. Perimeter
10,697.55	Floor Area	11,190.34	Total Area	19,711.40	Interior Wall Area
12,323.38	Exterior Wall Area	1,258.64	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



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**Summary**

Line Item Total	109,571.79
Material Sales Tax	231.70
<b>Replacement Cost Value</b>	<b>\$109,803.49</b>
<b>Net Claim</b>	<b>\$109,803.49</b>

Blake Judy  
Mitigation Manager



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**Recap of Taxes**

	Material Sales Tax (6%)	Manuf. Home Tax (6%)	Storage Tax (6%)
Line Items	231.70	0.00	0.00
Total	231.70	0.00	0.00





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### Recap by Room

<b>Estimate: CITY_AUDITORIUM_EMS</b>	<b>17,659.45</b>	<b>16.12%</b>
<b>Drying Equipment</b>	<b>47,153.45</b>	<b>43.03%</b>
<b>Area: Basement</b>	<b>1,086.13</b>	<b>0.99%</b>
Girls Shower	294.07	0.27%
Womens Bathroom	1,336.64	1.22%
Bathroom Entry	197.40	0.18%
Sewer Lift Pump Room	393.70	0.36%
Dressing Room 1	730.23	0.67%
Spiral Stair Case 2	1,228.70	1.12%
Dressing Room 2	1,119.29	1.02%
Dressing Room 3	1,086.15	0.99%
Hallway	5,472.69	4.99%
Spiral Stair Case 1	1,000.64	0.91%
Mens Shower	287.62	0.26%
Mens Bathroom	1,396.38	1.27%
Kitchen	1,398.28	1.28%
Dressing Room 6	1,360.87	1.24%
Orchestra Room	5,345.35	4.88%
Fire Suppressor Room	1,036.95	0.95%
Dressing Room 5	2,839.50	2.59%
Dressing Room 4	2,812.63	2.57%
Electrical/ Utility Room	1,013.83	0.93%
Orchestra Pit	3,312.70	3.02%
Mens Bathroom Lobby	457.32	0.42%
Men's Lobby Landing	166.05	0.15%
Civil Defense Room	2,438.43	2.23%
Womens Bathroom Lobby	401.95	0.37%
Women's Lobby Landing	365.36	0.33%
Ledge	105.57	0.10%
Ledge	96.66	0.09%
Mens Bathroom Entry	155.54	0.14%
<b>Area Subtotal: Basement</b>	<b>38,936.63</b>	<b>35.54%</b>
<b>Area: Main Level</b>		
Womens Bahtroom	285.61	0.26%
Mens Bathroom	299.26	0.27%
Storage Room	1,820.56	1.66%
Lobby	2,337.92	2.13%
Electrical Vault	785.70	0.72%
Landing	94.37	0.09%
Stairs	198.84	0.18%



**Tobin Restoration, INC.**

3466 East 20th North  
Idaho Falls, ID. 83401  
Office: (208) 523-1080  
www.tobinrestoration.com  
Tax ID# 82-0398115

<b>Area Subtotal: Main Level</b>	<b>5,822.26</b>	<b>5.31%</b>
<b>Subtotal of Areas</b>	<b>109,571.79</b>	<b>100.00%</b>
<b>Total</b>	<b>109,571.79</b>	<b>100.00%</b>



## Tobin Restoration, INC.

3466 East 20th North  
Idaho Falls, ID. 83401  
Office: (208) 523-1080  
www.tobinrestoration.com  
Tax ID# 82-0398115

### Recap by Category

Items	Total	%
CLEANING	14,728.20	13.41%
CONTENT MANIPULATION	6,521.25	5.94%
GENERAL DEMOLITION	19,449.01	17.71%
FINISH HARDWARE	73.56	0.07%
FRAMING & ROUGH CARPENTRY	60.16	0.05%
MATERIALS ONLY	207.50	0.19%
MIRRORS & SHOWER DOORS	792.00	0.72%
TRAUMA/CRIME SCENE REMEDIATION	149.00	0.14%
TEMPORARY REPAIRS	405.00	0.37%
WATER EXTRACTION & REMEDIATION	67,186.11	61.19%
Subtotal	109,571.79	99.79%
Material Sales Tax	231.70	0.21%
Total	109,803.49	100.00%

#### **\*\*Estimate Contains Customized Pricing\*\***

Pursuant to the following referenced documents, we have customized pricing on the submission of this estimate for review. Not unlike Xactware's own pricing review practices we cannot review all of the line items for accuracy, however we have reviewed our topmost used line items and customized the pricing to our organization wherever applicable. Customizing pricing is defined by us as making substantive changes in the labor, materials and equipment components pricing only wherever there are inaccuracies based on our own methodology of how we arrive at our own retail price for services. Pricing Variables such as yields, supporting events, waste calculations and a variety of other auto-generated assumptions have been preserved unless otherwise noted on the individual line items. Wherever possible, we have provided supporting documentation to substantiate our changes.

Below are some resources you may not be aware of that support our practice of changing prices. Please contact us directly should you wish to review a copy of any of the resources below.

1. The Restoration Industry Association's (RIA) Position Statement on Deviation from Standardized Price Lists - this jointly prepared document between the RIA and Xactware makes the following points....

- Standardized prices may not accurately represent the usual and customary price
- Software providers do not set restoration prices
- Insurers and their partners must not prohibit or preclude deviations from standardized price data
- Labor Rates, Overhead and Profit should be customized

- this license agreement specifically states that users of the software are not to "prohibit or preclude deviations from the Price Data where contractor requirements, market conditions, demand or any other factor warrants the use of a different line item price for the specific situation

2. The Xactware Solutions Inc. License Agreement

3. An Xactware Solutions Inc. white paper titled "Retail Labor Rates and Supporting Events" - this white paper explains how ALL of the markup required to operate a restoration business is applied to the Labor Overhead component in the software. Xactware makes no markup assumptions for materials and equipment.



## **Tobin Restoration, INC.**

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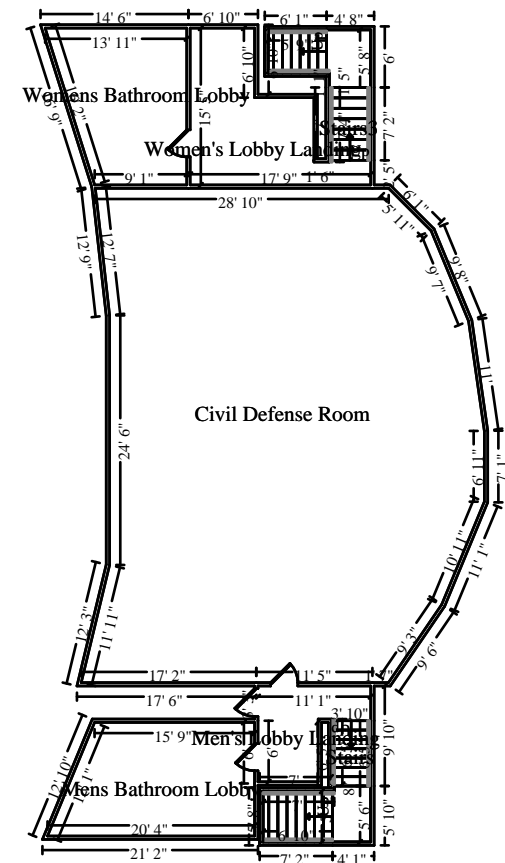
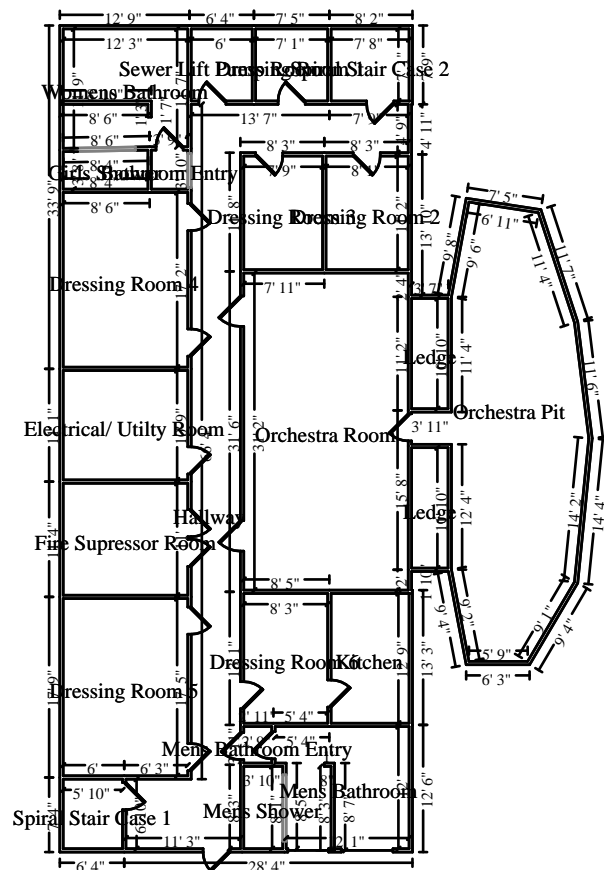
3466 East 20th North  
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[www.tobinrestoration.com](http://www.tobinrestoration.com)  
Tax ID# 82-0398115

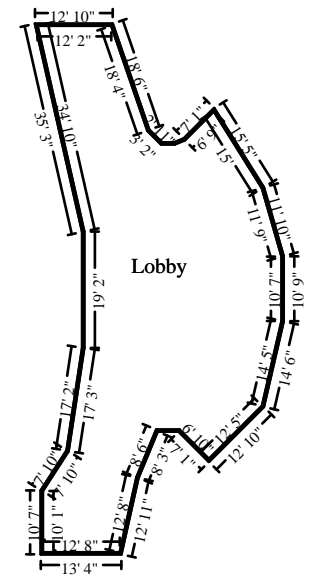
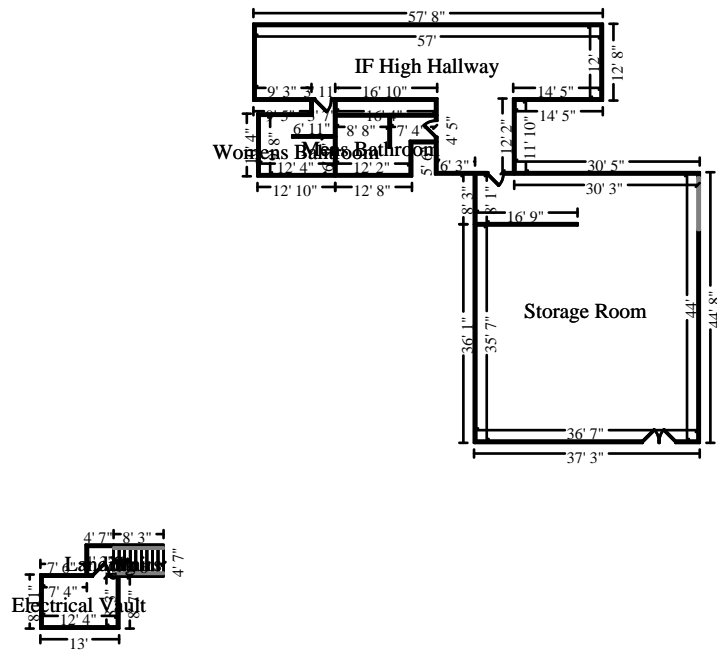
4. An Xactware Solutions Inc. white paper titled "Pricing Methodology Summary" - this white paper explains the overall pricing methodology Xactware uses. Some key points are...

- Profit or markup may appear at a line-item level by increasing the cost of specific materials or labor, or at the estimate level using a general profit percentage in the Estimate Parameters window.
- Within Xactimate, job-related overhead costs should be added to each estimate as line item costs
- Within Xactimate, job personnel overhead costs are reflected in the Labor Overhead portion of the Retail Labor rate.

Examples include vehicle expenses, uniforms, hand tools, mobile phones, etc.

If after reviewing our estimate you have any further questions about our customized pricing, please feel free to contact us directly.





# Invoice

3466 E 20th N  
Idaho Falls, ID 83401

(208) 523-1080

RCE # 2701

Date	Invoice #
7/14/2023	8766

**Bill To**

City of Idaho Falls  
501 S Holmes Ave  
Idaho Falls, ID 83401  
USA

P.O. No.

Terms

Project

23-334EMS

Quantity	Description	Rate	Amount
	Emergency Services	109,803.49	109,803.49
		<b>Total</b>	\$109,803.49

# Invoice

3466 E 20th N  
Idaho Falls, ID 83401  
(208) 523-1080

RCE # 2701

Date	Invoice #
8/7/2023	8842

Bill To
City of Idaho Falls 501 S Holmes Ave Idaho Falls, ID 83401 USA

P.O. No.	Terms	Project
		23-334CON

Quantity	Description	Rate	Amount
	Content Cleaning	13,833.42	13,833.42
		<b>Total</b>	\$13,833.42

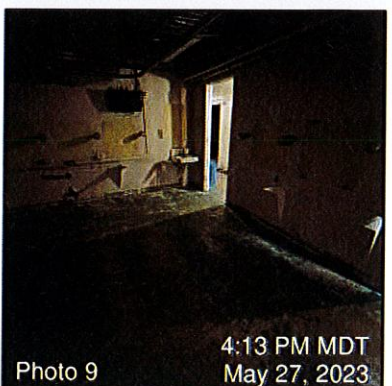
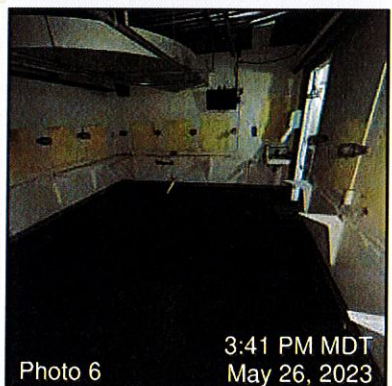
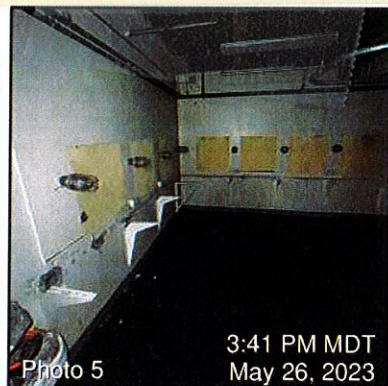
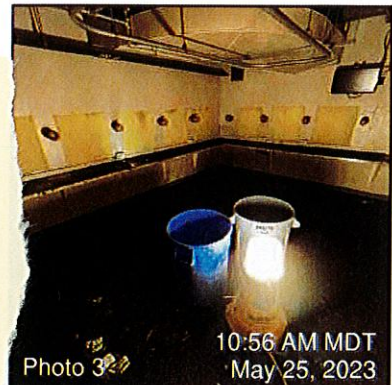
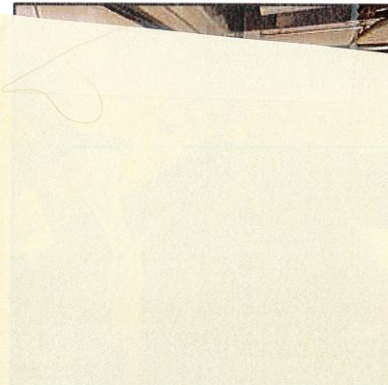
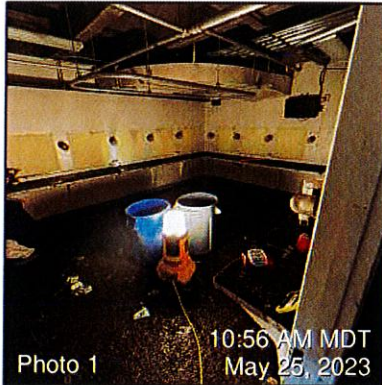


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## Room 1

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### OVERVIEW PHOTOS: Room 1



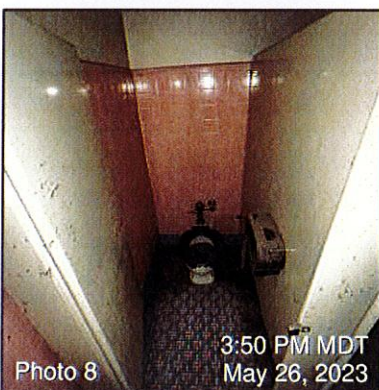
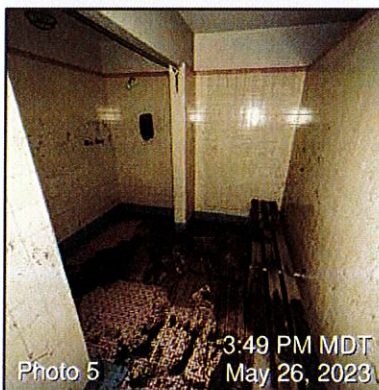


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## Women's Bathroom

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### OVERVIEW PHOTOS: Women's Bathroom





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## Room 5

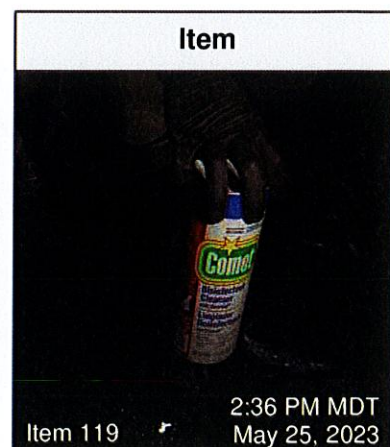
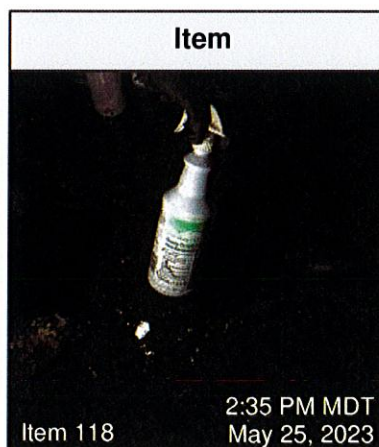
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### OVERVIEW PHOTOS: Room 5

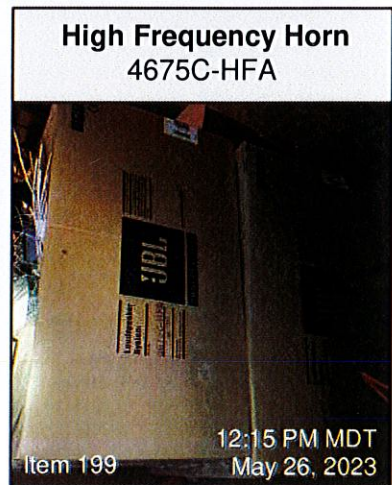
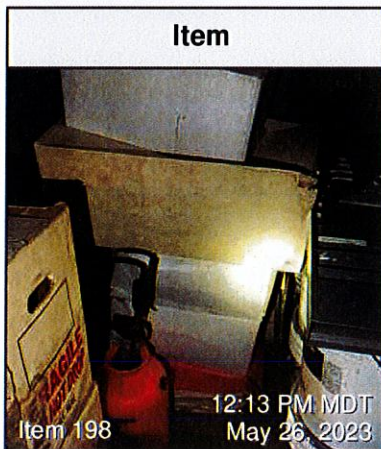
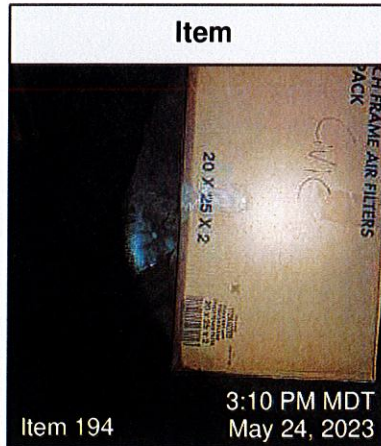
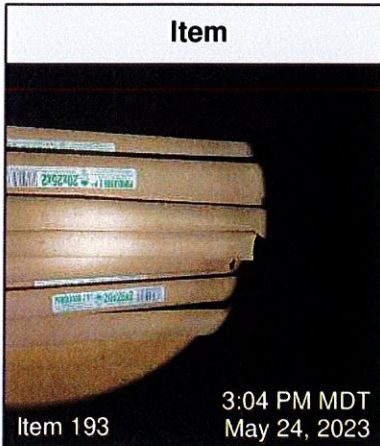


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### CONTENTS: Room 5





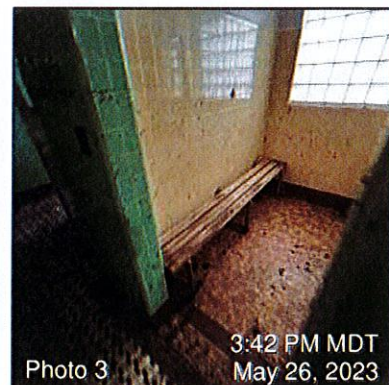
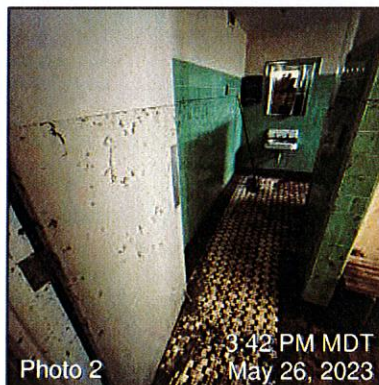
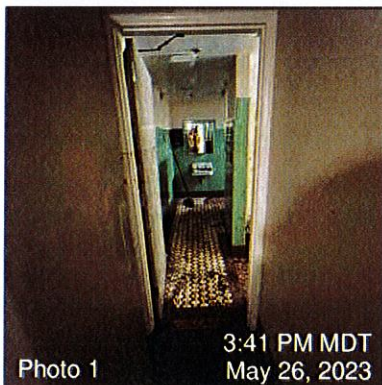


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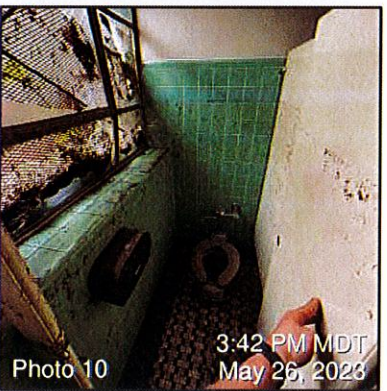
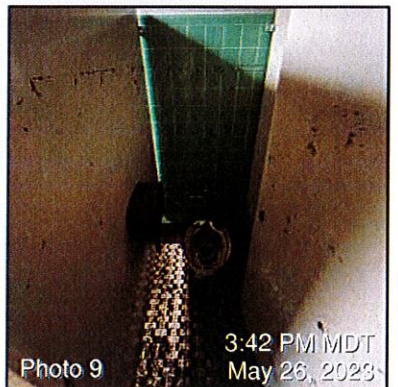
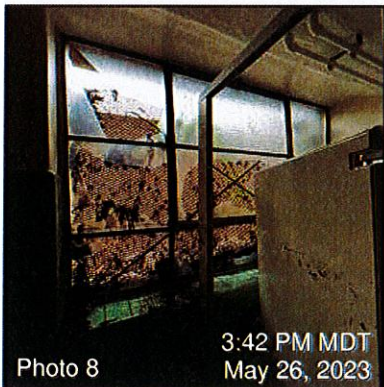
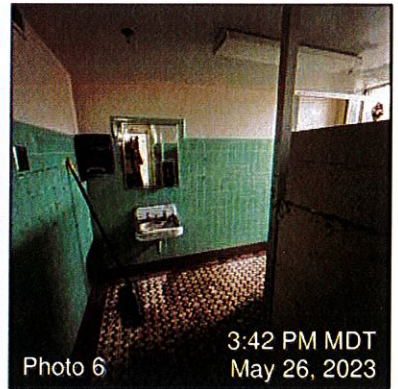
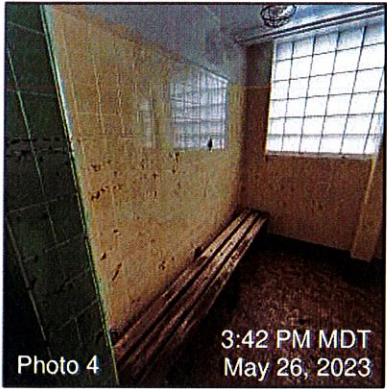
## Mens Bathroom

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### OVERVIEW PHOTOS: Mens Bathroom







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## Art Room

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CONTENTS: Art Room — Total Loss

6 x Lacuna Clay Company
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# Memorandum

File #: 23-237

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Tuesday, August 15, 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 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East

## Council Action Desired

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

1. Approve the Ordinance annexing 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East, assign a Comprehensive Plan Designation of “Mixed-Use Center and Corridors”, 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 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 1 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Annexation Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres in the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zoning of LC.

## 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 for accuracy by the Public Works Survey Division.

**Fiscal Impact**

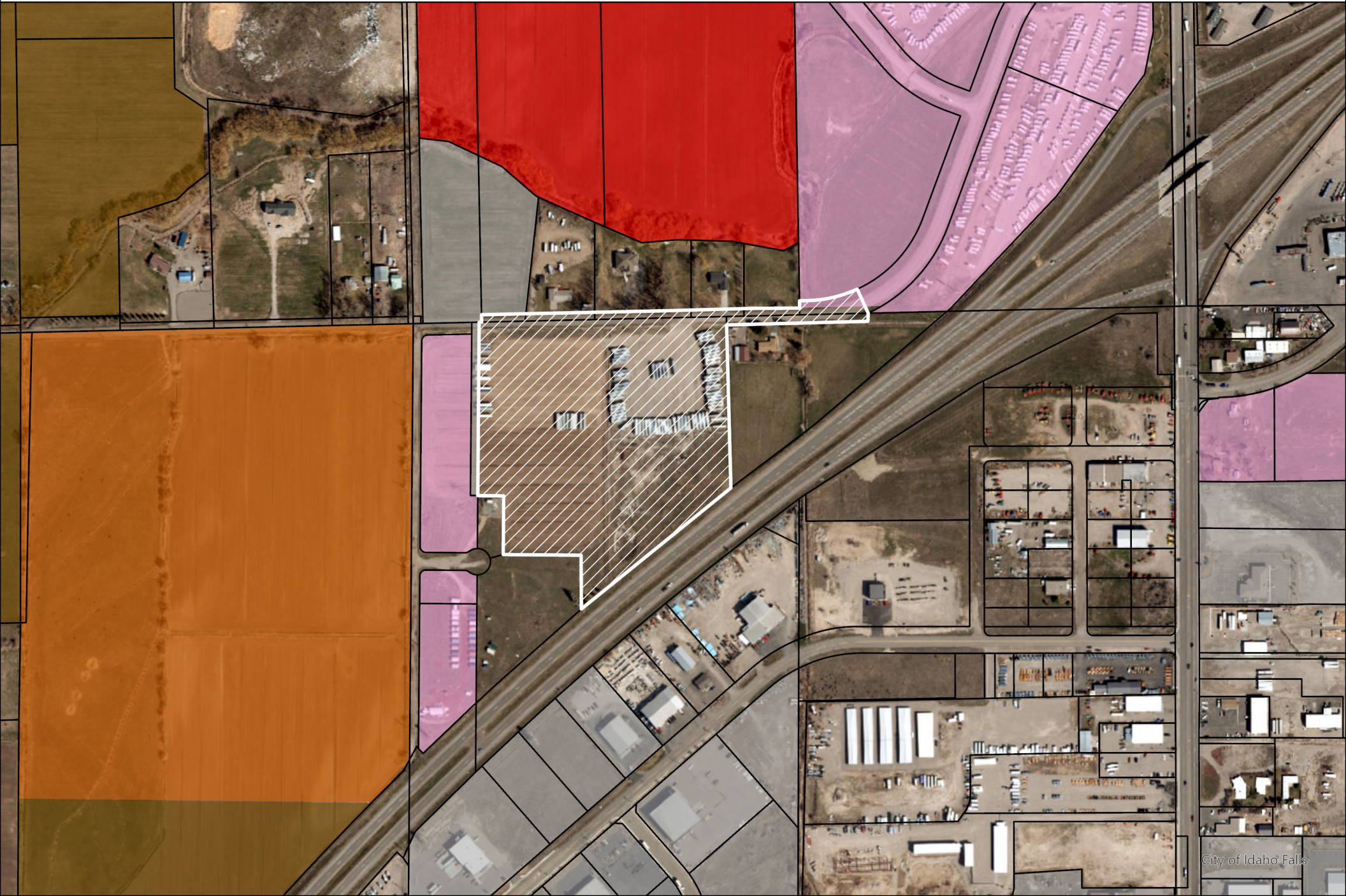
NA

**Legal Review**

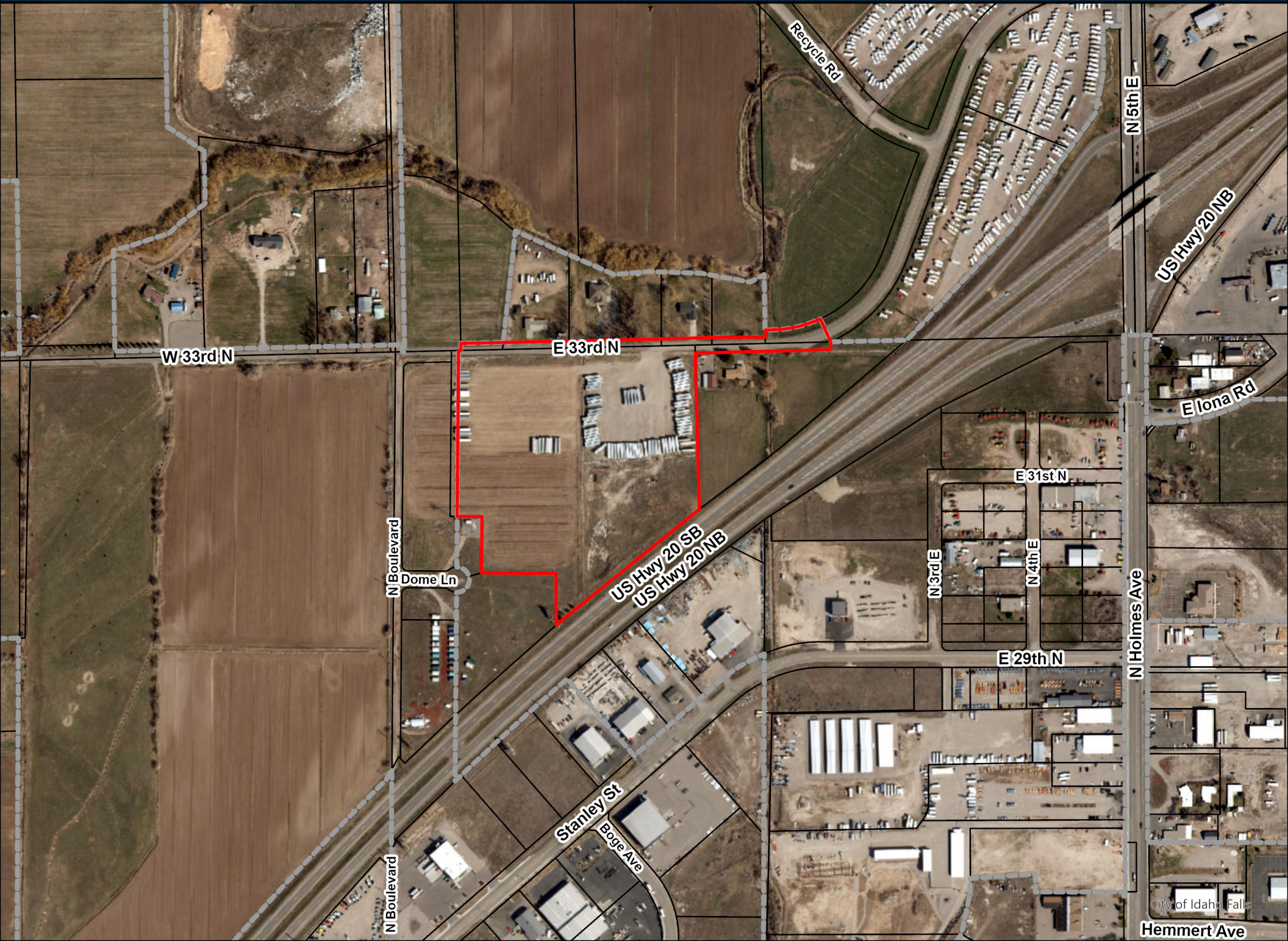
This application and ordinance have been reviewed by the City Attorney's Office for consistency with state statutes.



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

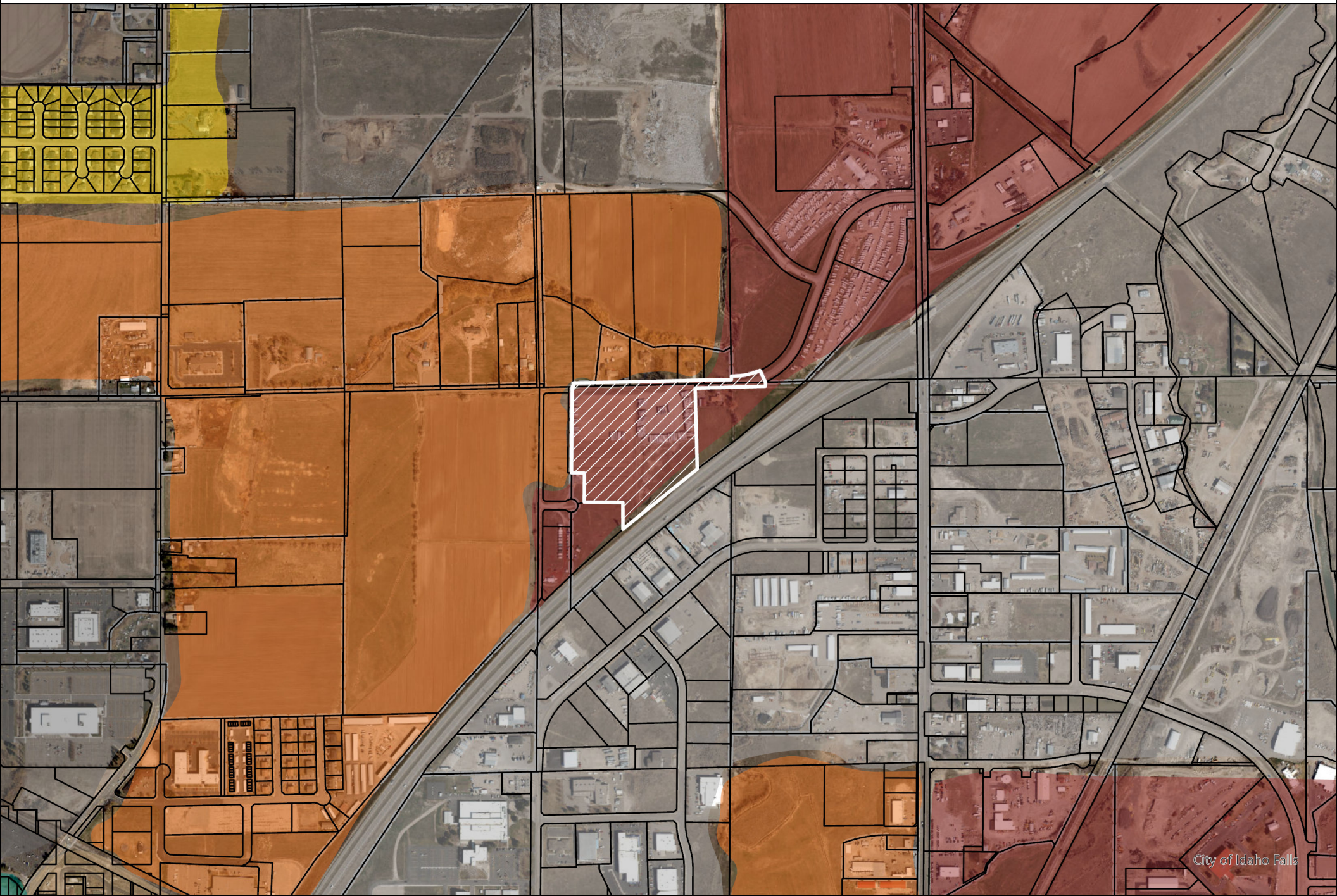








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





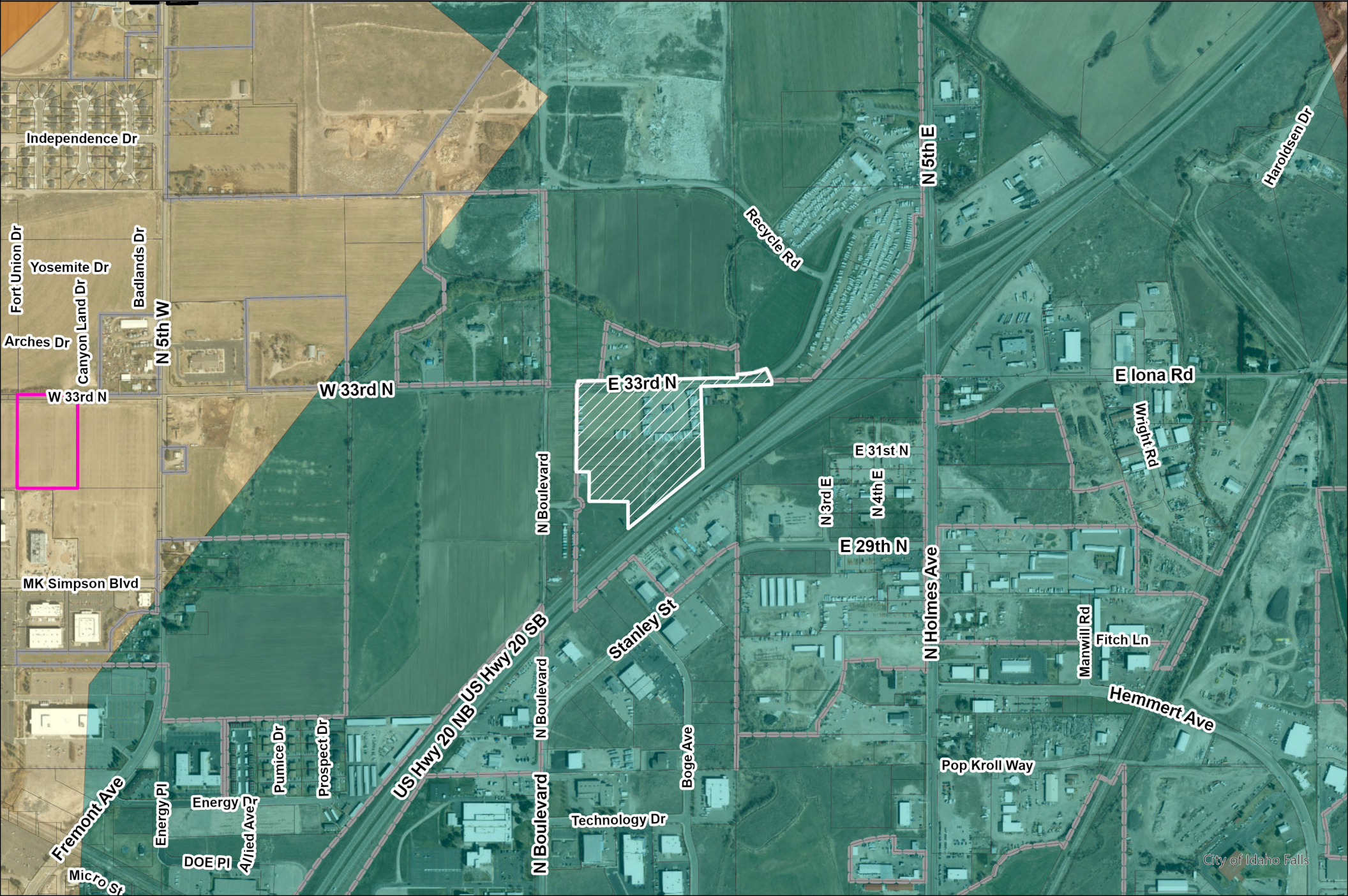
- Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface
- Controlled Development

Limited Development

No Development





STAFF REPORT  
**Annexation and Initial Zoning of LC, Limited Development and the  
 Controlled Development Airport Overlay Zone**  
 Part of Sec 6, Sec 7, T2N R38E  
 August 24, 2023



Community  
 Development  
 Services

**Applicant:**  
 Connect Engineering

**Project Manager:**  
 Brian J Stevens

**Location:** Generally,  
 north of US Hwy 20, east  
 of N Boulevard, south of  
 E 33rd N, west of N  
 Holmes Ave.

**Size:** Approx. 16.302  
 acres

**Zoning:**  
 Existing: County C-2  
 North: I&M, County A-1  
 South: I&M,  
 County IM-1  
 East: County IM-1  
 West: I&M and HC

**Proposed Zoning:**  
 LC

**Existing Land Uses:**  
 Site: Trailer Storage  
 Vacant/Agricultural  
 North: Residential  
 South: Highway  
 East: Residential  
 West: Ag / Storage bldg.

**Future Land Use Map:**  
 Mixed Use Centers and  
 Corridors

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

**Requested Action:** To **approve** the annexation and initial zoning of LC,  
 Limited Commercial, to the Mayor and City Council.

**Staff Recommendation:** Staff recommends approval of the  
 annexation and initial zoning of LC as presented.

**History:** From the City's aeriels dated 2000 this property started to transition  
 into uses other than agriculture in the county.

**Annexation:** This is a category "A" Annexation as it is requested by the  
 property owner. The property is within the Area of Impact and contiguous to  
 the city limits. Annexation of the property is consistent with the City's  
 Comprehensive Plan. City utilities are present at both ends of 33<sup>rd</sup> North to  
 provide services to this property.

**Initial Zoning:** The applicant is proposing the LC Zone. This zone is helpful  
 in creating the housing density necessary to allow commercial uses to be  
 developed, supportive of missing middle housing and walkable centers.  
 Walkable centers are appropriate to be located in areas on the Comprehensive  
 Plan where you have Mixed Use Centers and Corridors and General Urban  
 Transects come together.

**Staff Comments:** This area is a mix of larger county residential lots, and  
 light county industrial and manufacturing. Several tracts of ground in the area  
 have recently annexed along 33<sup>rd</sup> and a majority of them are proposing some  
 form of residential development. The LC Zone will allow for residential  
 development or commercial development which would provide additional  
 services to this area. 33<sup>rd</sup> N. runs along the parcels North boundary and is a  
 Minor Arterial. 33<sup>rd</sup> is also currently a minimal county road section.  
 Annexation will allow 33<sup>rd</sup> to be developed to city standards as additional  
 adjacent properties develop in the city. The rights-of-way for 33rd is included  
 in the annexation.

The ImagineIF Comprehensive Plan identifies this area as Mixed-Use  
 Centers and Corridors. This area is transitioning with a mix of live, work, and  
 play opportunities. Mixed commercial uses and higher intensity residential  
 uses are compatible within proximity to 33<sup>rd</sup> and will promote walkability  
 and other supportive services for the area. Near 33<sup>rd</sup> and River Road is  
 recognized as a potential Missing Middle Housing location. It is desirable to  
 have services within walking this allows residents to minimize unnecessary  
 vehicular trips. Development in the area has a pattern of LC, HC and I&M,  
 these are equal zoning or more intense, but similarities can be found in the  
 proposed initial zoning. The I&M in the area is not heavy. We see this  
 pattern of development in areas of the city.

The Comprehensive Plan would support the creation of a walkable center at or near the corner of 33rd and East River Rd. This would allow for daily needs to be obtained while minimizing vehicular traffic which is the number one complaint heard by the general public on a regular basis. Higher density residential and mixed use commercial uses in this area compliment and support existing uses at the INL and college campuses near Freeman Park.

The ImagineIF Comprehensive Plan identifies this area as being within the Mixed-Use Centers and Corridors. The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Existing service areas are currently far away at Anderson and Yellowstone S or along Utah Ave. The Comprehensive Plan calls out two future mixed used centers at 65<sup>th</sup> N and Lewisville and 33<sup>rd</sup> and E River Road.

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

Portions of these areas, already within the city, have zoning in place that would allow for future commercial areas that would provide convenient access to daily services. This area also includes existing unannexed residential development on large lots within Bonneville County. These areas are included in the General Urban Transect because of their proximity to major roadways and the potential for the properties to develop or redevelop.

The surrounding zones for this property are LC, HC, I&M and county property largely zoned A-1 or IM-1, and C-2. This area is all within the Area of City Impact and should be anticipated that it might be within the city one day. The housing types (existing and proposed) in this area are varied, including apartments, smaller and typical lot size single unit homes as well as large county lots.

The Comprehensive Plan supports decreasing the amount of land consumption, reducing minimum lot sizes, and providing for a mix of housing types in areas of high walkability. More compact development better utilizes existing infrastructure.

This parcel is part of the Area 4 neighborhood identified in the Comprehensive Plan. To increase housing availability, like the other areas of the City, Area 4 participants indicated accessory dwelling units are a well-supported solution. Ninety percent of respondents selected "anywhere" when asked where accessory dwellings would make sense. No respondents selected "accessory dwellings don't make sense in my neighborhood." The only housing type which more than 50% of respondents said is not appropriate anywhere is courtyard apartments. Other housing options are supported, but with careful guidance on location and guidelines. As described by one Area 4 response in the City-wide survey, "No city can ever be affordable when single family zoning is a supermajority of zoning. Duplexes and triplexes need to be options. Also, setback requirements are (a) major reason no one Walks"



### Comprehensive Plan Policies:

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

The cost of maintaining infrastructure, limited natural resources and overall capacity to provide all City services and utilities are immediate issues facing the Idaho Falls area. These all have related land use implications and various growth patterns have consequences. A city's growth policies can lead to sprawling boundaries with more maintenance and service needs than funds available to meet them, overcrowded areas with too little open space, or some balance between the two.

The consumption of land does not in itself speak at all to the resource commitment in streets, utilities, parks and open space, water, sewer, power and emergency services needed to maintain and service it. The

Imagine IF policies recommended in this plan attempt to reverse this trend, especially in light of higher-than average population growth rates for the area. Even prior to the Imagine IF initiative, the City made strides to focus on “infill development” (i.e., utilizing undeveloped lands within the City rather than expanding the city’s Boundaries). These efforts are working. From 2010 to 2020, the population grew by 14% while the City’s boundaries grew by only 15%, compared to 30% in the previous decade.

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

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

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

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

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

Degrees of change:

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

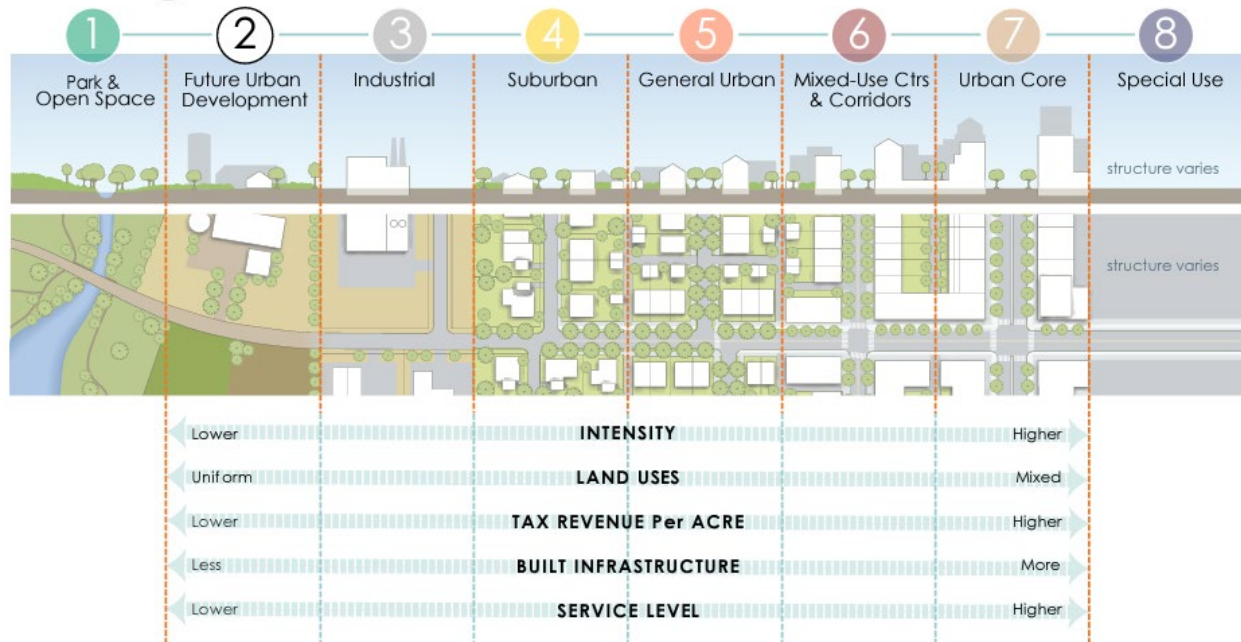
Each of these degrees of change can be found in the Imagine IF plan. Whether it is City-wide code changes, identifying potential walkable centers and redevelopment sites, or thinking about adding benches along pedestrian routes, change is recommended in a variety of ways. The changes are not radical,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

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

Visualizing and Planning for Land Uses and Service Levels Idaho Falls provides a wide variety of services and infrastructure for its residents, property owners and business community. Services such as water, sewer, power, fiber optics, streets, pathways, parks and recreation centers, police, fire, trash removal, library and transit are all examples of amenities provided and funded through the City government. Because land uses, activity levels and service demands vary across the City, not every part of the City has the same access to the same services. To be fiscally responsible, cities allocate such infrastructure according to how fully it is needed and how likely to be used, based on present and potential future land uses. By examining an area’s current or anticipated use, it is possible to classify the area’s level of need for services. Transect designations are applied to the land use map in broad generalized areas and attempting to capture existing patterns and reflect anticipated development patterns.

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

## ImagineIT Transects



### 6. Mixed-Use Centers & Corridors

**Snapshot:** The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

**Local examples:** Northgate Mile and 1<sup>st</sup> Street corridors, Intersection of 65<sup>th</sup> South and 5<sup>th</sup> West, Intersection of Skyline and Broadway, Snake River Landing



## Zoning Ordinance:

**LC Limited Commercial Zone.** This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

P = permitted use. C1 = administrative conditional use. C2 = Board of Adjustment conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
Proposed Land Use Classification	Commercial				
	PB	CC	LC	HC	PT
Accessory Use	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		P	P		P
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P

<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, Small Scale				P	
Food Store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Industry, Craftsman	P	P	P	P	
Industry, Light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	C <sub>2</sub>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		C <sub>3</sub>	C <sub>3</sub>		C <sub>3</sub>
Public Service Facility*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		C <sub>2</sub>	P	P	
Storage Facility, Indoor		P	P	P	P
Storage Facility, Outdoor				P	
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		C <sub>2</sub>	C <sub>2</sub>	P	

(Ord. 3210, 8-23-18) (Ord. 3218, 9-13-18) (Ord. 3233, 12-20-18) (Ord 3277, 10-10-19)  
(Ord. 3358, 12-10-20) (Ord. 3451, 3-31-22)

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

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

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

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
- (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
- (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
- (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every



September 6, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Glen Ogden, Brent Dixon George Morrison (via Webex), Kristi Brower (via Webex).

**MEMBERS ABSENT:** Arnold Cantu

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Naysha Foster, Brian Stevens, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

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

**CHANGES TO AGENDA:** None.

**MINUTES:** Morrison moved to accept the minutes of August 2, 2022, Wimborne seconded the motion and the motion passed. Dixon abstained as he wasn't in attendance of the meeting in August.

**Public Hearing(s):**

**2. ANNEX 22-013: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of LC for 15 Acres.**

Denney opened the public hearing.

**Applicant: Blake Jolley, Connect Engineering, 2295 N. Yellowstone, Idaho Falls, Idaho.** Jolley identified this property as southwest of Bish's RV. Jolley is requesting LC zone. Jolley stated that there are different zones in this area, and this is a mixed-use area. Jolley stated that Highway 20 frontage could create opportunities for commercial. Jolley stated that the staff report includes annexation of 33<sup>rd</sup> so they can improve that roadway.

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

Dixon asked about the property to the northwest has been annexed to the center line of the road and the none of the right-hand side has been annexed. Stevens agreed with Dixon's observation and indicated that they will annex the road when they annex the adjacent property. Stevens will put that in the review comments. Beutler clarified that it is a review comment, and this is an arterial road so they will annex the full right of way as part of annexation of this property. Beutler stated that 6 months ago City Council changed their policy for arterial roadways to annex the road as it came into the City as there is value in annexing the right of way so that improvements can be made and deal with traffic generation. Dixon asked if they have to wait for more development before the road is developed or is the new impact fee giving the funding needed for arterials as they go. Beutler stated that the challenge is that even if they annex the right of way, it is unlikely that they would have the full width of the right of way to develop the street section for the entire roadway. Beutler doesn't feel that they can get the additional right of way necessary (100') from the property on the north side of the road until they annex, and the City has jurisdiction to request that right of way. Dixon understands that it doesn't make sense to have a road go wide, then narrow, then wide. Beutler added that it will be a case-by-case basis as they look at arterials.

**No one appeared in Support/Opposition.**

Denney closed the public hearing.

**Ogden moved to approve the Annexation of 15 acres a Part of Sec 7 T2N R 38 E, with initial zoning of LC with Controlled Development Airport Overlay Zone as presented, Morrison seconded the motion. Denney called for roll call vote: Wimborne, yes; Romankiw, yes; Ogden, yes; Dixon, yes; Brower, yes; Morrison, 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 16.302 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 16.302 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)

## Exhibit "A"

### LEGAL DESCRIPTION (PAGE 1 OF 1)

Part of the SE1/4 of Section 6, & the NE1/4 of Section 7, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the 1/4 corner common to Sections 6 and 7, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho;

Thence N 88°41'47" E 225.00 feet along the south line of Section 6 to the POINT OF BEGINNING, said point being on the easterly line of City of Idaho Falls Annexation Ordinance 2054;

Thence continuing along said annexation ordinance number the following 2 courses:

- 1) N 88°41'47" E 8.00 feet along said easterly line;
- 2) N 01°08'49" W 24.99 feet along the east line of said annexation ordinance to the southwest corner of City of Idaho Falls Annexation Ordinance No. 3477;

Thence N 88°41'47" E 151.11 feet along the south line of said ordinance to the southeast corner thereof;

Thence N 88°41'47" E 932.40 feet parallel with the south line of said Section 6 to a point on the east line of the SW1/4 of the SE1/4 of said Section 6;

Thence N 01°02'22" W 22.77 feet along said east line to the southwest corner of City of Idaho Falls Annexation Ordinance No. 3312;

Thence along the boundary of said annexation ordinance number the following 3 courses:

- 1) N 88°48'41" E 25.35 feet to a point of curvature, of a curve concave to the northwest, from which the radius bears N 01°11'19" W 432.46 feet;
- 2) northeasterly 176.79 feet along said curve through a central angle of 23°25'20" to the end of the curve, said curve also having the following curve data: Radius = 432.46 feet; Chord Bearing = N 77°06'01" E, and a Chord Distance = 175.56 feet;
- 3) S 24°36'38" E 90.00 feet;

Thence S 01°18'13" E 25.34 feet;

Thence S 88°41'47" W 483.03 feet;

Thence S 01°18'13" E 560.67 feet to a point on the northerly right-of-way of U.S. Highway 20, said point being on a curve concave to the northwest from which the radius bears N 40°36'06" W 11,544.16 feet;

Thence southwesterly 652.64 feet along said curve through a central angle of 3°14'21" to the southeast corner of Lot 1 Block 1 of Pi-R Square Subdivision, Division No. 3 (Instrument No. 1033238), said curve also having the following curve data: Radius = 11,544.16, Chord Bearing = S 51°01'04" W, and a Chord Distance = 652.55 feet;

Thence along the boundary of said subdivision the following 4 courses:

- 1) N 00°12'10" W 183.29 feet;
- 2) N 89°32'17" W 265.32 feet;
- 3) N 00°27'43" E 200.00 feet;
- 4) N 89°32'17" W 87.86 feet to the northwest corner of Lot 3 Block 1 of said Pi-R Squared Subdivision, said point being coincident with the east line of City of Idaho Falls Annexation Ordinance No. 2054;

Thence N 00°27'43" E 590.77 feet along said east line to the POINT OF BEGINNING.

Containing 16.302 acres.

Submitted by:

Firm Name: Cornerstone Geomatics, LLC

Contact Name: Shane C. Remer

Phone Number: 208-390-8643 or 208-932-4423

Email: shane@cornerstonegeomatics.com

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

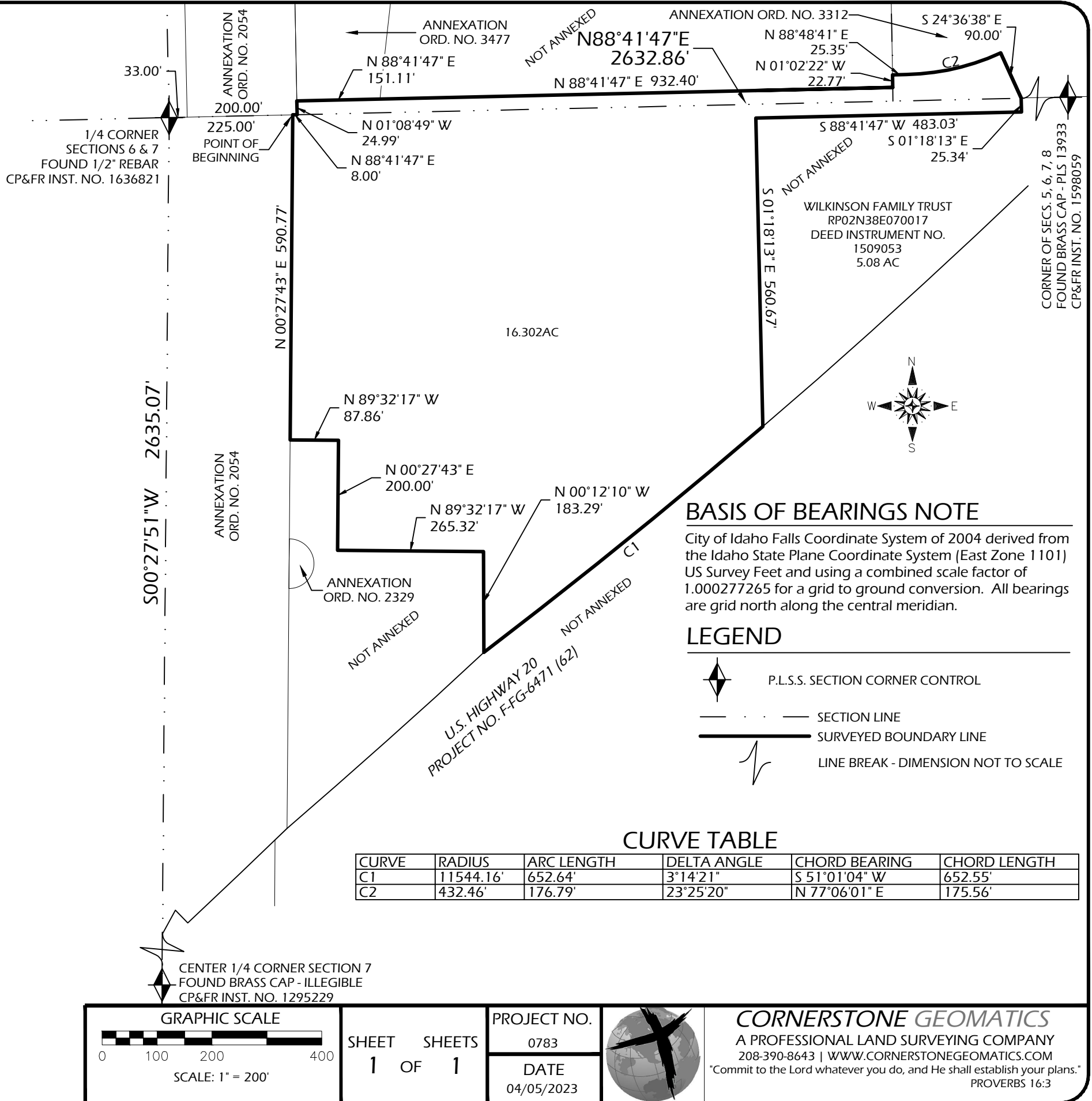


## ANNEXATION DESCRIPTION

ORDINANCE FILED AS INSTRUMENT NO.

# SURVEYOR'S CERTIFICATE

I, Shane C. Remer, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey depicted hereon, was made under my direction.



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

### **ANNEXATION OF APPROXIMATELY 16.302 ACRES GENERALLY LOCATED NORTH OF US HWY 20, EAST OF N BOULEVARD, SOUTH OF E 33RD N, WEST OF N HOLMES AVE.**

**WHEREAS**, the applicant filed an application for annexation on July 12, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 6, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 24, 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 the 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 consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 16.302 acres Generally located north of US Hwy 20, east of N Boulevard, south of E 33rd N, west of N Holmes Ave.
4. This application is a Category "A" annexation.
5. City utilities are present in the area to provide services to this property.
6. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
7. Idaho Falls Planning and Zoning Commission recommended approval of annexation as presented.

#### **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

---

Rebecca L. Noah Casper - Mayor

# Memorandum

File #: 23-238

City Council Meeting

**FROM:** Wade Sanner, Director  
**DATE:** Wednesday, August 16, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Legislative Public Hearing-Part 2 of 2 of the Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone, Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres of the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East.

## Council Action Desired

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

1. Approve the Ordinance establishing the initial zoning for LC, Limited Commercial with the Controlled Development Airport Overlay Zone as shown in the Ordinance exhibits under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

## Description, Background Information & Purpose

Attached is part 2 of 2 of the application for Annexation and Initial Zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone which includes the Initial Zoning Ordinance and Reasoned Statement of Relevant Criteria and Standards for 16.302 acres of the SE ¼ of Section 6, NE ¼ of Section 7, Township 2 North, Range 38 East. The Planning and Zoning Commission considered this item at its September 6, 2022, meeting and unanimously voted to recommended approval of the annexation with initial zonings of LC with the Controlled Development Airport Overlay Zone as presented. 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

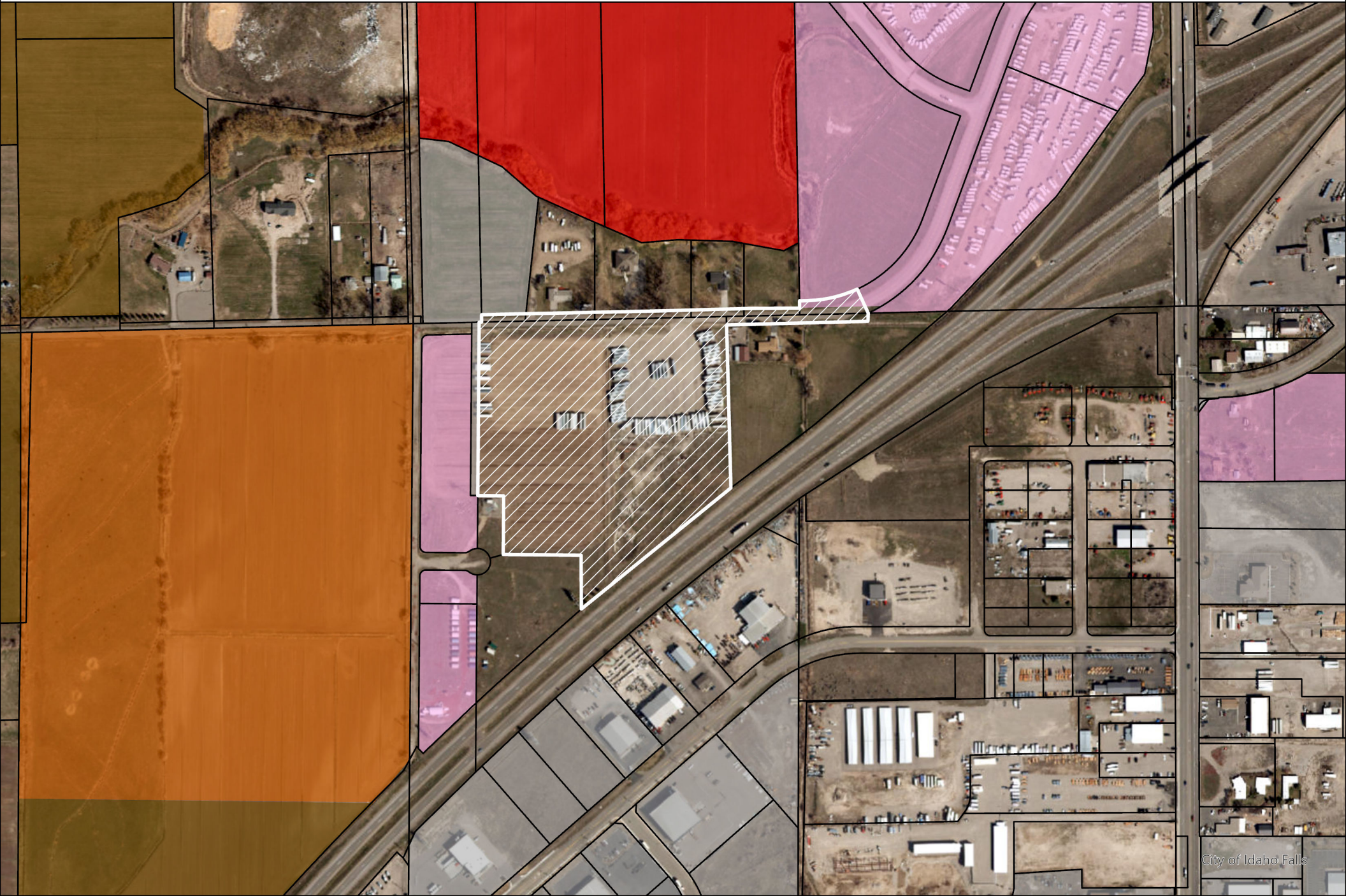
**Fiscal Impact**

N/A

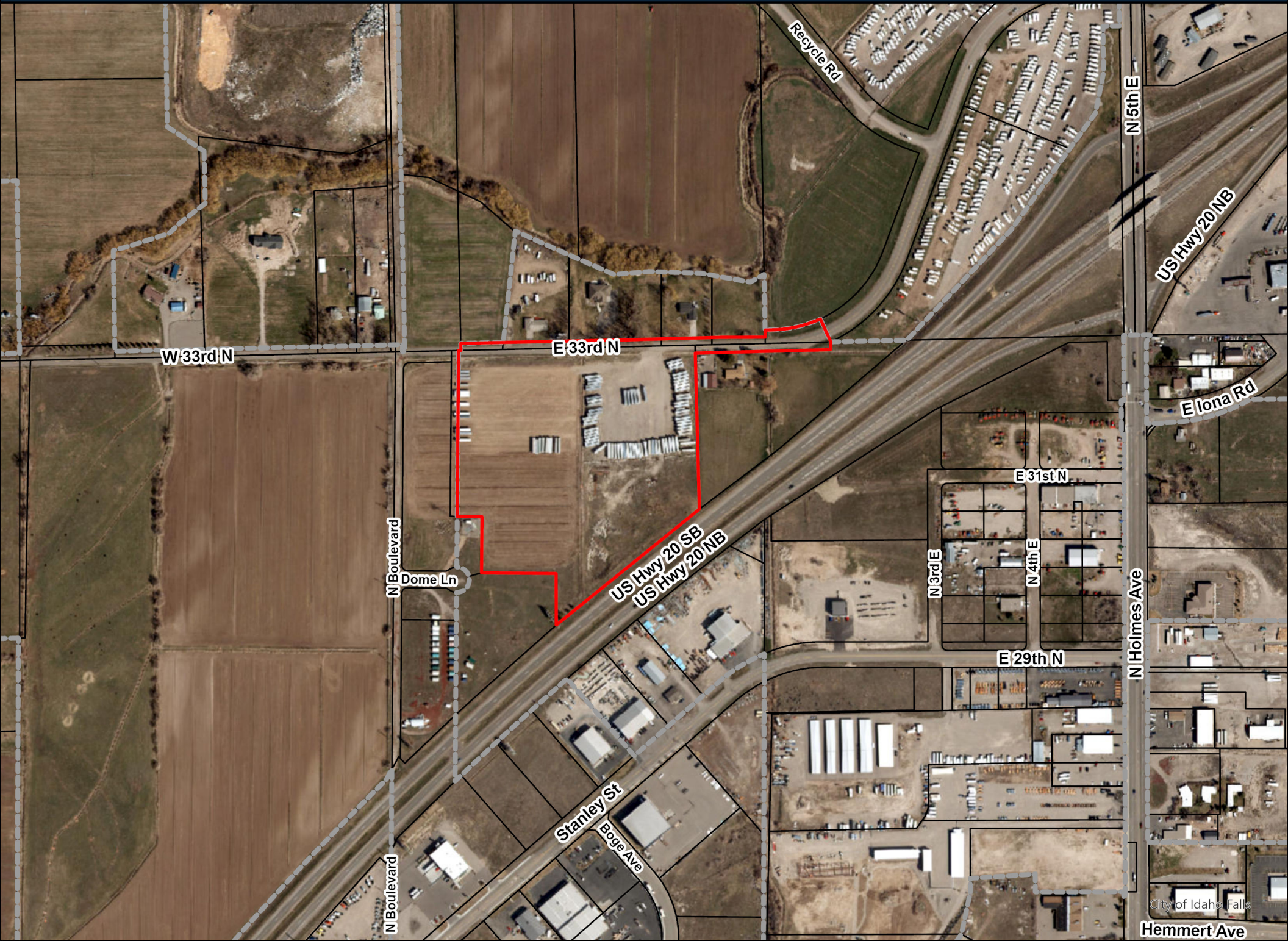
**Legal Review**

These actions have been reviewed by the City Attorney Department pursuant to applicable State statute.

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

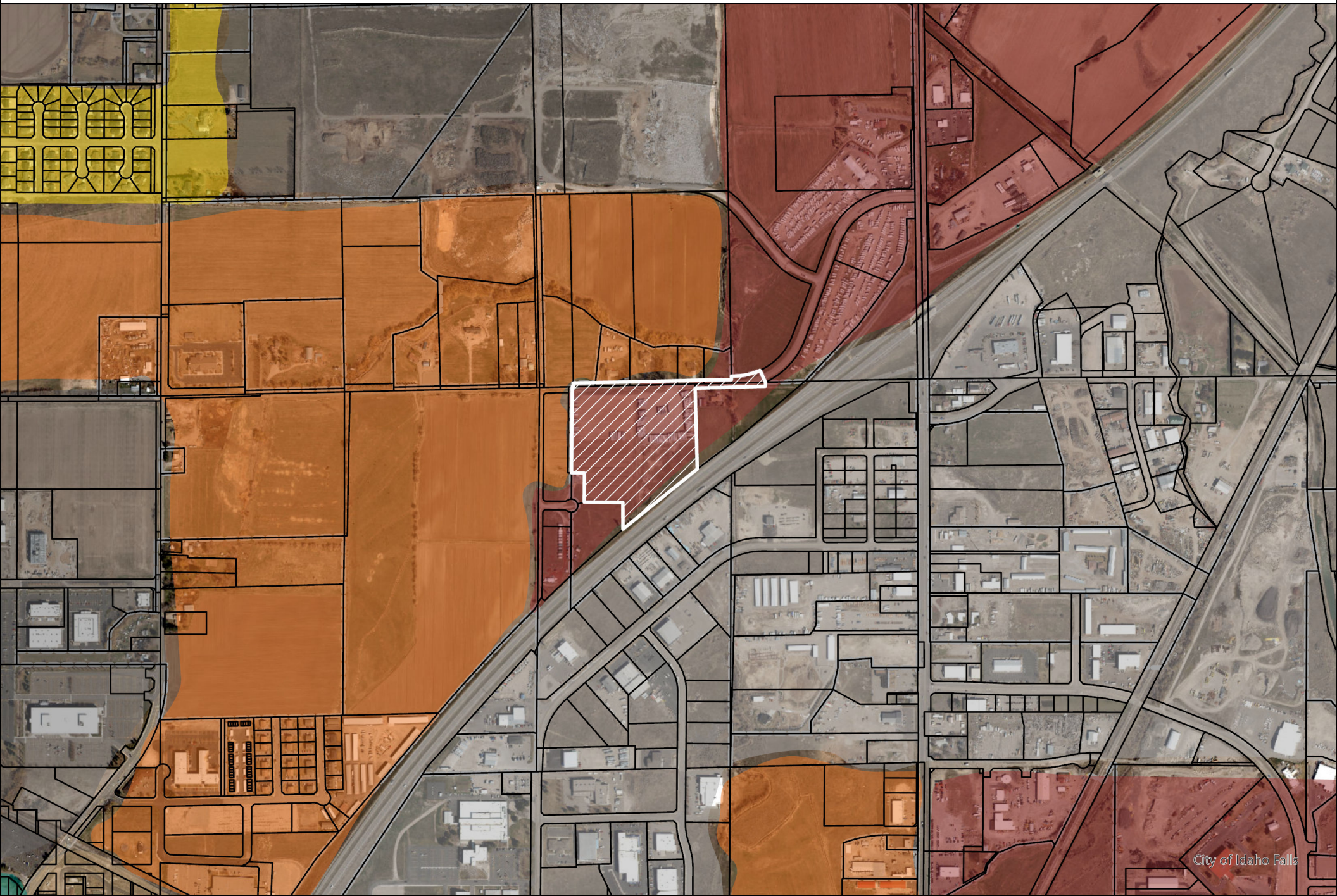








- General Urban
- Mixed Use Centers and Corridors
- Special Use
- Urban Core
- Industrial
- Natural and Open Space
- Suburban





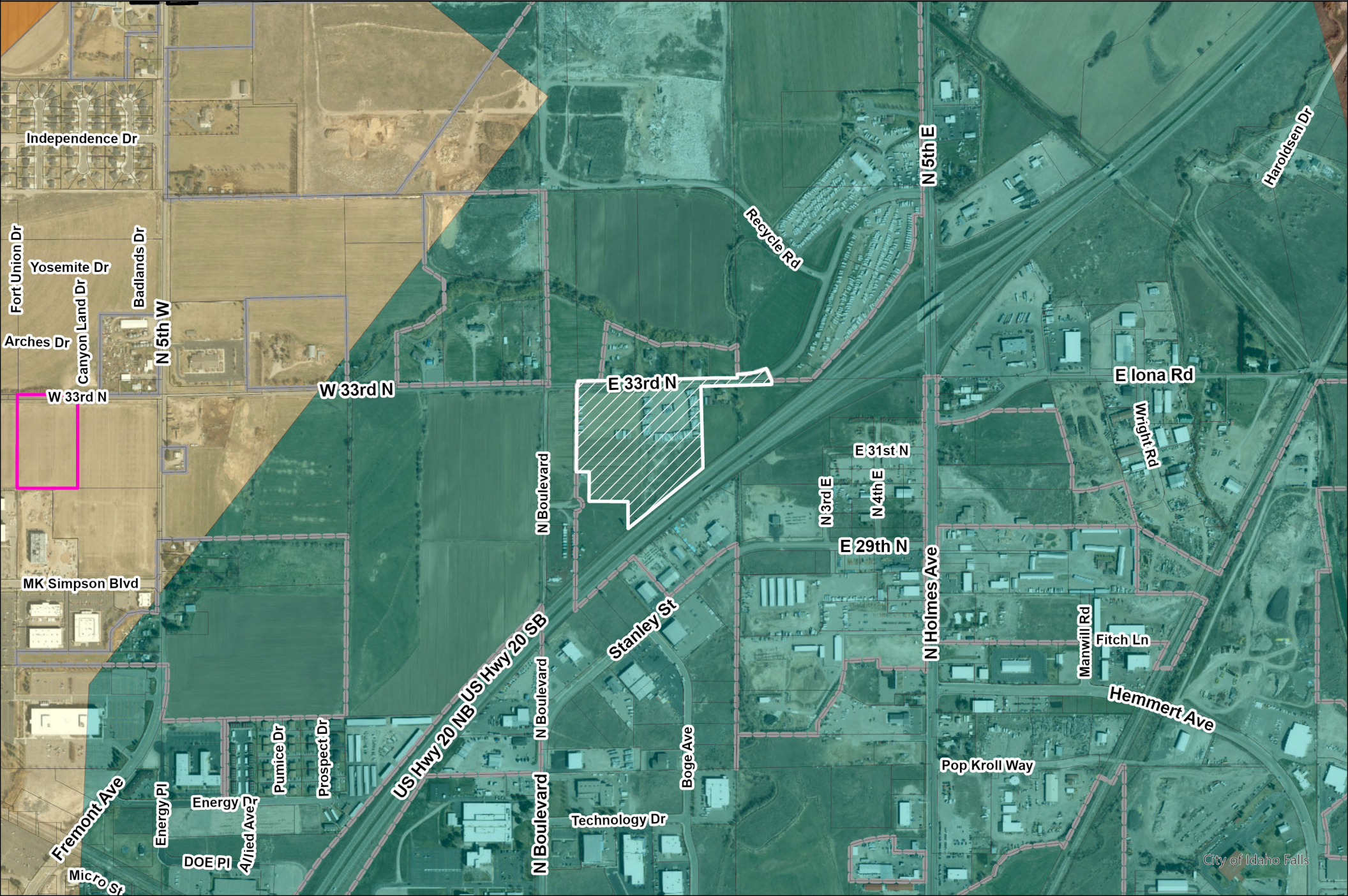
- Approach Surface

Controlled Development Approach Surface

Limited Development Approach Surface
- Controlled Development

Limited Development

No Development





**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 16.302 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is LC, Limited Commercial with the Controlled Development Airport Overlay Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Mixed-Use Centers and Corridors”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Mixed-Use Centers and Corridors”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on Sept 6, 2022, and recommended approval of zoning the subject property to LC, Limited Commercial with the Controlled Development Airport Overlay Zone; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 24, 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 Mixed-Use Centers and Corridors.

**SECTION 2:** Legal Description. The lands described in Exhibit A are hereby zoned as LC, Limited Commercial Airport Overlay Zone.

**SECTION 3.** Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “LC, Limited Commercial with the Controlled Development Airport Overlay 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 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 16.302 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Corrin Wilde, City Clerk

## Exhibit "A"

### LEGAL DESCRIPTION (PAGE 1 OF 1)

Part of the SE1/4 of Section 6, & the NE1/4 of Section 7, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as:

Commencing at the 1/4 corner common to Sections 6 and 7, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho;

Thence N 88°41'47" E 225.00 feet along the south line of Section 6 to the POINT OF BEGINNING, said point being on the easterly line of City of Idaho Falls Annexation Ordinance 2054;

Thence continuing along said annexation ordinance number the following 2 courses:

- 1) N 88°41'47" E 8.00 feet along said easterly line;
- 2) N 01°08'49" W 24.99 feet along the east line of said annexation ordinance to the southwest corner of City of Idaho Falls Annexation Ordinance No. 3477;

Thence N 88°41'47" E 151.11 feet along the south line of said ordinance to the southeast corner thereof;

Thence N 88°41'47" E 932.40 feet parallel with the south line of said Section 6 to a point on the east line of the SW1/4 of the SE1/4 of said Section 6;

Thence N 01°02'22" W 22.77 feet along said east line to the southwest corner of City of Idaho Falls Annexation Ordinance No. 3312;

Thence along the boundary of said annexation ordinance number the following 3 courses:

- 1) N 88°48'41" E 25.35 feet to a point of curvature, of a curve concave to the northwest, from which the radius bears N 01°11'19" W 432.46 feet;
- 2) northeasterly 176.79 feet along said curve through a central angle of 23°25'20" to the end of the curve, said curve also having the following curve data: Radius = 432.46 feet; Chord Bearing = N 77°06'01" E, and a Chord Distance = 175.56 feet;
- 3) S 24°36'38" E 90.00 feet;

Thence S 01°18'13" E 25.34 feet;

Thence S 88°41'47" W 483.03 feet;

Thence S 01°18'13" E 560.67 feet to a point on the northerly right-of-way of U.S. Highway 20, said point being on a curve concave to the northwest from which the radius bears N 40°36'06" W 11,544.16 feet;

Thence southwesterly 652.64 feet along said curve through a central angle of 3°14'21" to the southeast corner of Lot 1 Block 1 of Pi-R Square Subdivision, Division No. 3 (Instrument No. 1033238), said curve also having the following curve data: Radius = 11,544.16, Chord Bearing = S 51°01'04" W, and a Chord Distance = 652.55 feet;

Thence along the boundary of said subdivision the following 4 courses:

- 1) N 00°12'10" W 183.29 feet;
- 2) N 89°32'17" W 265.32 feet;
- 3) N 00°27'43" E 200.00 feet;
- 4) N 89°32'17" W 87.86 feet to the northwest corner of Lot 3 Block 1 of said Pi-R Squared Subdivision, said point being coincident with the east line of City of Idaho Falls Annexation Ordinance No. 2054;

Thence N 00°27'43" E 590.77 feet along said east line to the POINT OF BEGINNING.

Containing 16.302 acres.

Submitted by:

Firm Name: Cornerstone Geomatics, LLC

Contact Name: Shane C. Remer

Phone Number: 208-390-8643 or 208-932-4423

Email: shane@cornerstonegeomatics.com

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ANNEXATION ORDINANCE NO.

## ANNEXATION DESCRIPTION

PART OF THE SE1/4 OF SECTION 6, & THE NE1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 6 AND 7, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO;

THENCE N 88°41'47" E 225.00 FEET ALONG THE SOUTH LINE OF SECTION 6 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE 2054;

THENCE CONTINUING ALONG SAID ANNEXATION ORDINANCE NUMBER THE FOLLOWING 2 COURSES:

1) N 88°41'47" E 8.00 FEET ALONG SAID EASTERLY LINE;

2) N 01°08'49" W 24.99 FEET ALONG THE EASTERLY LINE OF SAID ANNEXATION ORDINANCE TO THE SOUTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3477;

THENCE N 88°41'47" E 151.11 FEET ALONG THE SOUTH LINE OF SAID ORDINANCE TO THE SOUTHEAST CORNER THEREOF;

THENCE N 88°41'47" E 932.40 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6 TO A POINT ON THE EAST LINE OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 6;

THENCE N 01°02'22" W 22.77 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 3312;

THENCE ALONG THE BOUNDARY OF SAID ANNEXATION ORDINANCE NUMBER THE FOLLOWING 3 COURSES:

1) N 88°48'41" E 25.35 FEET TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE NORTHWEST, FROM WHICH THE RADIUS BEARS N 01°11'19" W 432.46 FEET;

2) NORTHEASTERLY 176.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'20" TO THE END OF THE CURVE, SAID CURVE ALSO HAVING THE FOLLOWING CURVE DATA: RADIUS = 432.46 FEET; CHORD BEARING = N 77°06'01" E, AND A CHORD DISTANCE = 175.56 FEET;

3) S 24°36'38" E 90.00 FEET;

THENCE S 01°18'13" E 25.34 FEET;

THENCE S 88°41'47" W 483.03 FEET;

THENCE S 01°18'13" E 560.67 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS BEARS N 40°36'06" W 11,544.16 FEET;

TENCE SOUTHWESTERLY 652.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°14'21" TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 OF PI-R SQUARE SUBDIVISION, DIVISION NO. 3 (INSTRUMENT NO. 1033238), SAID CURVE ALSO HAVING THE FOLLOWING CURVE DATA: RADIUS = 11,544.16, CHORD BEARING = S 51°01'04" W, AND A CHORD DISTANCE = 652.55 FEET;

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING 4 COURSES:

1) N 00°12'10" W 183.29 FEET;

2) N 89°32'17" W 265.32 FEET;

3) N 00°27'43" E 200.00 FEET;

4) N 89°32'17" W 87.86 FEET TO THE NORTHWEST CORNER OF LOT 3 BLOCK 1 OF SAID PI-R SQUARED SUBDIVISION, SAID POINT BEING COINCIDENT WITH THE EAST LINE OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NO. 2054;

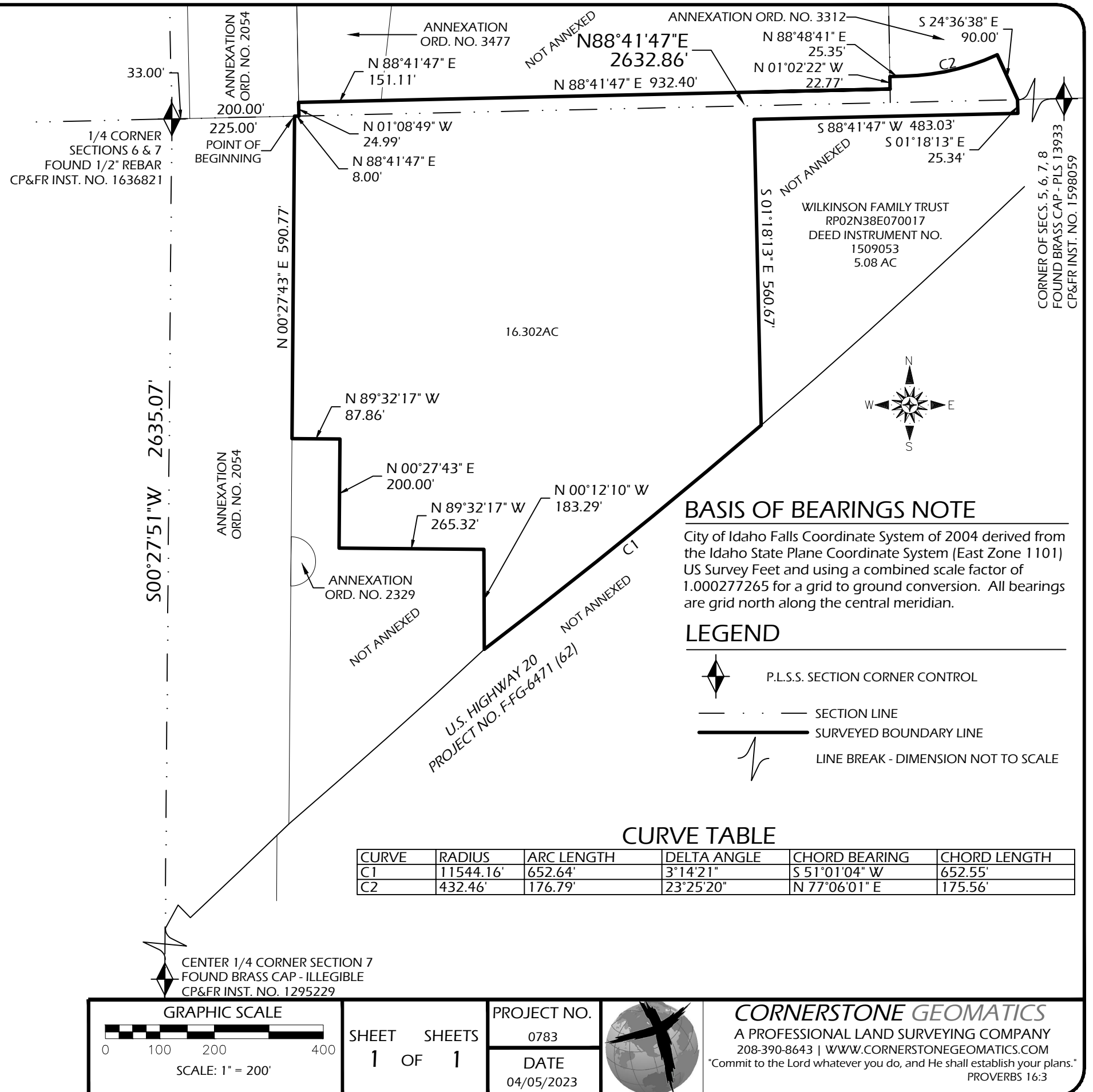
THENCE N 00°27'43" E 590.77 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 16.302 ACRES.

ORDINANCE FILED AS INSTRUMENT NO.

## SURVEYOR'S CERTIFICATE

I, Shane C. Remer, a Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey depicted hereon, was made under my direction.





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

**INITIAL ZONING OF LC, LIMITED COMMERCIAL WITH THE CONTROLLED DEVELOPMENT AIRPORT OVERLAY ZONE, APPROXIMATELY 16.302 ACRES, GENERALLY LOCATED NORTH OF US HWY 20, EAST OF N BOULEVARD, SOUTH OF E 33RD N, WEST OF N HOLMES AVE.**

**WHEREAS**, the applicant filed an application for annexation on July 12, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on Sept 6, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on Aug 24, 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 the 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 being zoned consistent with the City of Idaho Falls Comprehensive Plan.
3. The property is approximately 16.302 acres Generally located north of US Hwy 20, east of N Boulevard, south of E 33rd N, west of N Holmes Ave.
4. The Comprehensive Plan designates this area as Mixed-Use Centers and Corridors.
5. The proposed zoning of LC, Limited Commercial with the Controlled Development Airport Overlay Zone is consistent with the Comprehensive Plan map and policies and existing zoning and land uses in the area.
6. Idaho Falls Planning and Zoning Commission recommended approval of zoning as presented.

### **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

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Rebecca L. Noah Casper - Mayor

# Memorandum

**File #:** 23-239

**City Council Meeting**

**FROM:** Wade Sanner, Director  
**DATE:** Tuesday, August 15, 2023  
**DEPARTMENT:** Community Development Services

## Subject

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Virlow Village Division 1

## Council Action Desired

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

1. Approve the Development Agreement for the Final Plat for Virlow Village Division 1 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 Virlow Village Division 1 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 Virlow Village Division 1 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 Virlow Village Division 1. The Planning and Zoning Commission considered this item at its June 6, 2023, meeting and unanimously voted to recommend approval for the final plat to the Mayor and City Council 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,

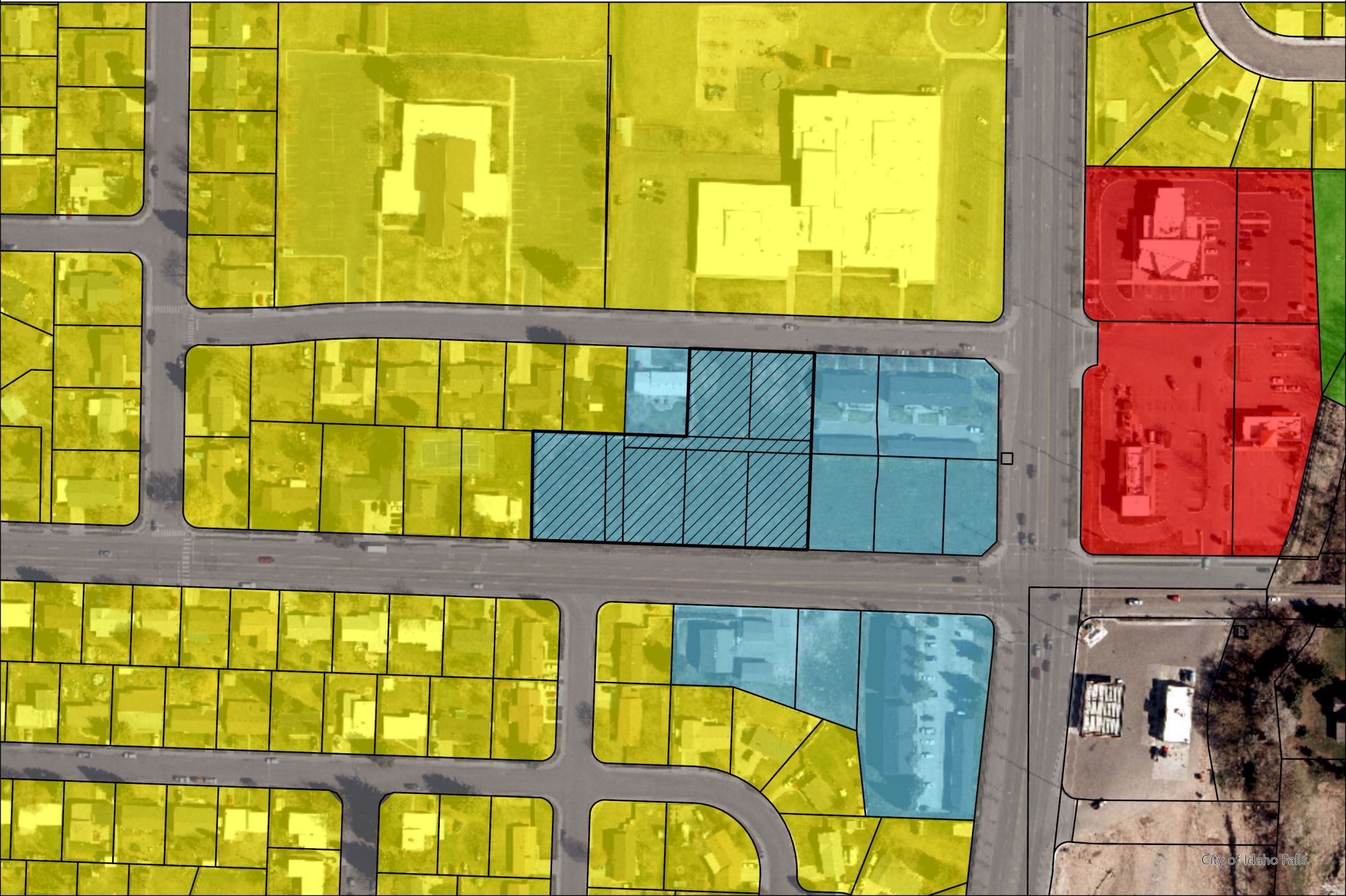
Survey.

**Fiscal Impact**

NA

**Legal Review**

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









VIRLOW VILLAGE DIVISION 1  
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO. 3  
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16. TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

SURVEYOR’S CERTIFICATE

I, SPENCER MCCUTCHEON , A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS VIRLOW VILLAGE DIVISION 1, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.



SPENCER MCCUTCHEON  
PLS NO. 20907  
DATE OF PLAT: 2-22-2023

SURVEYORS NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SURVEYED PARCEL AND TO SHOW EXISTING IMPROVEMENTS OF THE SUBJECT PARCEL AS REQUESTED BY CONNECT ENGINEERING. THE BASIS OF BEARING FOR THIS SURVEY IS N 87° 58' 13" W 2640.81 FEET BETWEEN THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 16 TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY IDAHO. THE FIELD DATA WAS COLLECTED 8-31-2022 WITH A TRIMBLE R-8 RECEIVER CONNECTED TO AN R-8 BASE STATION AND A TRIMBLE S-8 ROBOTIC TOTAL STATION. FOUND EVIDENCES AND MONUMENTS ARE REPRESENTED HEREON. THE COMPUTER CALCULATED GROUND SCALE FACTOR OF OF 1.000277265 FROM SAID TRIMBLE GPS. ORIGIN POINT FOR APPLIED SCALE FACTOR IS THE SOUTHEAST CORNER OF SAID SECTION WITH WGS COORDINATES OF LAT: 43°29'47.25408" N LONG: 111°59'02.88781" AS PUBLISHED ON THE CP&F INSTRUMENT NO. 1348288. ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, EAST ZONE, (1101).

THIS SURVEYOR REFERENCED THE RECORD OF SURVEY PERFORMED BY EAGLE ROCK ENGINEERING, INSTRUMENT NO. 1567605. THIS SURVEYOR FOUND ALL REBAR AND CAPS REFERENCED IN THE SAID SURVEY AND WAS FOUND THAT THE MONUMENTS ARE IN HARMONY WITH THE RECORD DISTANCES AND BEARINGS OF SAID RECORD OF SURVEY. CORNERS WERE USED IN DETERMINING THE BOUNDARY. SEE RECORD OF SURVEY ON FILE COMPLETED BY EAGLE ROCK ENGINEERING.

THIS SURVEYOR ALSO REFERENCED THE EAST VIEW ADDITION DIVISION NO. 3 SUBDIVISION PLAT. THIS SURVEYOR FOUND THAT THE SAID SUBDIVISION WAS IN HARMONY WITH THE EAGLE ROCK ENGINEERING RECORD OF SURVEY. IT WAS FOUND THAT THE PLAT ALONG LOTS 18, THROUGH 22 DID NOT CLOSE BY 0.03' THEREFORE THIS SURVEYOR HAS SHOWN THE CLOSED DISTANCE ON THIS PLAT. RECORD DISTANCE IS REFERENCED ON THIS MAP.

THIS SURVEYOR LOCATED THE SOUTHEAST AND SOUTH QUARTER CORNER AND FOUND THAT THESE CORNERS MEET THE IDAHO STANDARD MONUMENT AS DEFINED IN IDAHO CODE TITLE 55 CHAPTER 16. THEREFORE NO NEW CORNER PERPETUATION AND FILING RECORDS ARE NEEDED.

THIS SURVEYOR'S PROFESSIONAL OPINION IS RENDERED UPON THIS RECORD OF SURVEY DRAWING. THERE MAY EXIST OTHER EVIDENCE, MONUMENTS, OR DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTS, OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

CITY’S ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED AND THE GRANTS AND DEDICATIONS ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

MAYOR

CITY CLERK

CITY ENGINEER

KENT J. FUGAL, PE 9247

CITY SURVEYOR

KENNETH BALDWIN ROBERTS, PLS 9755

TREASURER'S CERTIFICATE

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

DATE: \_\_\_\_\_

BONNEVILLE COUNTY TREASURER

RECORDER’S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT VIRLOW VILLAGE DIVISION NO. 1, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO

DATE: \_\_\_\_\_

BONNEVILLE COUNTY RECORDER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

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

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

DATE: \_\_\_\_\_

DRINKING WATER SYSTEM CERTIFICATE

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET ITS SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY

MIKE HIKES, MANAGER

IRRIGATION WATER RIGHTS STATEMENT

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

COUNTY SURVEYOR’S VERIFICATION

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

DATE: \_\_\_\_\_

BONNEVILLE COUNTY SURVEYOR, DAVID D. ROMRELL PLS 12223

ATTACHED HOMES NOTIFICATION

LOTS 3- 18 BLOCK 1, ARE PLATTED FOR USE BY ATTACHED SINGLE-UNIT DWELLINGS AS PERMITTED BY THE COMPREHENSIVE ZONING ORDINANCE. OTHER RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET THE STANDARDS OF THE COMPREHENSIVE ZONING ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

BASIS OF BEARING

ALL MEASURED BEARINGS SHOWN HEREON RELATE DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004" WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION, NAD\_83 (2011), EPOCH 2010.0000. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED.

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SUBJECT PARCEL CONTAINS 1.756 ACRES OF LAND THAT INCLUDES LOT 12 AND 13, LOT 20 THRU LOT 22, BLOCK 17, EAST VIEW ADDITION, DIVISION NO.3, TO THE CITY OF IDAHO FALLS, IDAHO INSTRUMENT NO. 438826 AND THE WARRANTY DEED AS FOUND IN THE CLERK'S OFFICE OF BONNEVILLE COUNTY INSTRUMENT NO. 0771881. BASIS OF BEARING IS N 87° 58' 13" W 2640.81 FEET, MEASURED, BETWEEN THE MONUMENTS MONUMENTING THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER. SUBJECT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF LOT 22 BLOCK 17 OF THE EAST VIEW ADDITION DIVISION #3 AS FOUND IN INSTRUMENT NO 438826 IN THE BONNEVILLE COUNTY CLERK'S OFFICE, SAID CORNER LIES 579.11 FEET N. 87°58'13" W. ALONG THE SECTION LINE AND N. 00°47'37" E. 40.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 1ST STREET;

RUNNING THENCE N. 87°58'13" W. ALONG SAID NORTH RIGHT OF WAY LINE 100.00 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF THE WARRANTY DEED AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO. 0771881;

THENCE N. 00°47'37" E. 148.43 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 AND TO THE SOUTH LINE OF LOT 9, BLOCK 17, OF SAID EAST VIEW ADDITION DIVISION NO. 3;

THENCE S. 87°58'13" E. ALONG SAID SOUTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF LOTS 10 AND 11 209.49 FEET TO A FOUND REBAR WITH NO CAP MARKING THE SOUTHWEST CORNER OF LOT 12 OF THE SAID EAST VIEW ADDITION;

THENCE N. 02°01'47" E. ALONG WEST LINE OF SAID LOT 12 120.04 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE NORTHWEST CORNER OF LOT 12 AND TO THE SOUTH RIGHT OF WAY LINE OF VIRLOW STREET;

THENCE S. 87°58'13" E. ALONG THE NORTH LINE OF SAID LOT 12 AND LOT 13 AND SAID SOUTH RIGHT OF WAY LINE 170.00 FEET TO A FOUND REBAR WITH NO CAP MARKING THE NORTHWEST CORNER OF LOT 26 OF THE FIRST AMENDED PLAT OF EAST VIEW ADDITION, DIVISION NO. 3 AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO. 1020629;

THENCE S. 02°01'47" W. ALONG SAID WEST BOUNDARY LINE OF SAID LOT 26 AND LOT 25 OF SAID FIRST AMENDED PLAT 268.44 FEET (268.47 FEET BY RECORD) TO A FOUND REBAR AND CAP MARKED ERE 9369 MARKING THE SOUTHWEST CORNER OF SAID LOT 25 AND TO SAID NORTH RIGHT OF WAY LINE OF 1ST STREET;

THENCE N. 87°58'13" W. ALONG SAID NORTH RIGHT OF WAY LINE 276.29 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING EASEMENTS OF RECORD.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 76,484 SQUARE FEET OR 1.756 ACRES OF LAND.

OWNER’S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS VIRLOW VILLAGE DIVISION NO. 1, A SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO.

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

OWNER DOES HEREBY GRANT AND CONVEY TO LOTS 3-18 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 1, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO LOTS 1, 2, AND 11-18 OF BLOCK 1, A PRIVATE CROSS-ACCESS EASEMENT AS SHOWN AND DESCRIBED HEREON AND LABELED AS CAE 2, THE SAID PRIVATE CROSS-ACCESS EASEMENTS ARE GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER REFERRED TO AS, BENEFITED CAE HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED CAE HOLDERS AND SAID BENEFITED CAE HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE CROSS-ACCESS AGREEMENTS DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND VEHICULAR ACCESS, AND A PERPETUAL EASEMENT FOR ROADWAY PURPOSES, ON AND ACROSS THE PROPERTY, EXCEPT FOR PARKING, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF IDAHO FALLS FOREVER A NON-EXCLUSIVE IRREVOCABLE EASEMENT FOR RIGHT-OF-WAY FOR EMERGENCY VEHICLES AND EMERGENCY RESPONDERS, ACROSS THE CROSS-ACCESS EASEMENTS CAE 1 AND CAE 2.

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY A PRIVATE STORM WATER EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED S.W.E., THE SAID PRIVATE STORM WATER EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HERINAFTER REFERRED TO AS: BENEFITED S.W.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED S.W.E. HOLDERS AND SAID BENEFITED S.W.E. HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE STORM WATER EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE STORM WATER RETENTION.

OWNER DOES HEREBY GRANT TO THE OWNERS OF ALL LOTS SHOWN HEREON EQUALLY A PRIVATE PEDESTRIAN ACCESS EASEMENT AS SHOWN ON THE ACCOMPANYING DRAWING, AND LABELED P.A.E., THE SAID PRIVATE PEDESTRIAN ACCESS EASEMENT IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. OWNER DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE BENEFITED LOT OWNERS, HERINAFTER REFERRED TO AS: BENEFITED P.A.E. HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED P.A.E. HOLDERS AND SAID BENEFITED P.A.E. HOLDERS' TENANTS, SERVANTS, INVITEES, LICENSEES, TO USE THE PRIVATE PEDESTRIAN ACCESS EASEMENT DESCRIBED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A LIKE RIGHT AT ALL TIMES HEREAFTER, FOR PRIVATE PEDESTRIAN ACCESS EASEMENT

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

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

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

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

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

AHG CAPITAL LLC, A IDAHO LIMITED LIABILITY COMPANY

MIKE HIKES, MANAGER

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

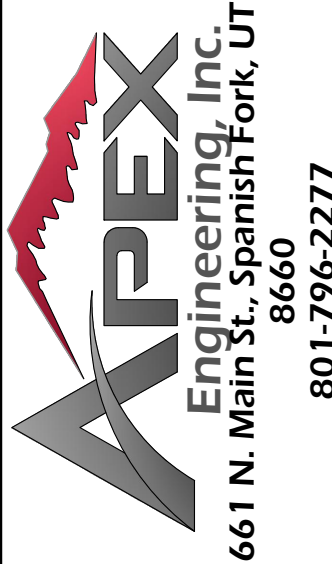
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MIKE HIKES, KNOWN OR IDENTIFIED TO ME, TO BE A MANAGER OF THE LIMITED LIABILITY COMPANY OF AHG CAPITAL LLC, AND THE PERSON WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

RESIDING AT: \_\_\_\_\_

COMMISSION EXPIRATION DATE: \_\_\_\_\_



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VIRLOW VILLAGE DIVISION NO 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO. 3  
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

DATE: 07-31-23

LOCATION: IDAHO FALLS, IDAHO  
FOR: CONNECT ENGINEERING

DRAWING:

1 OF 3

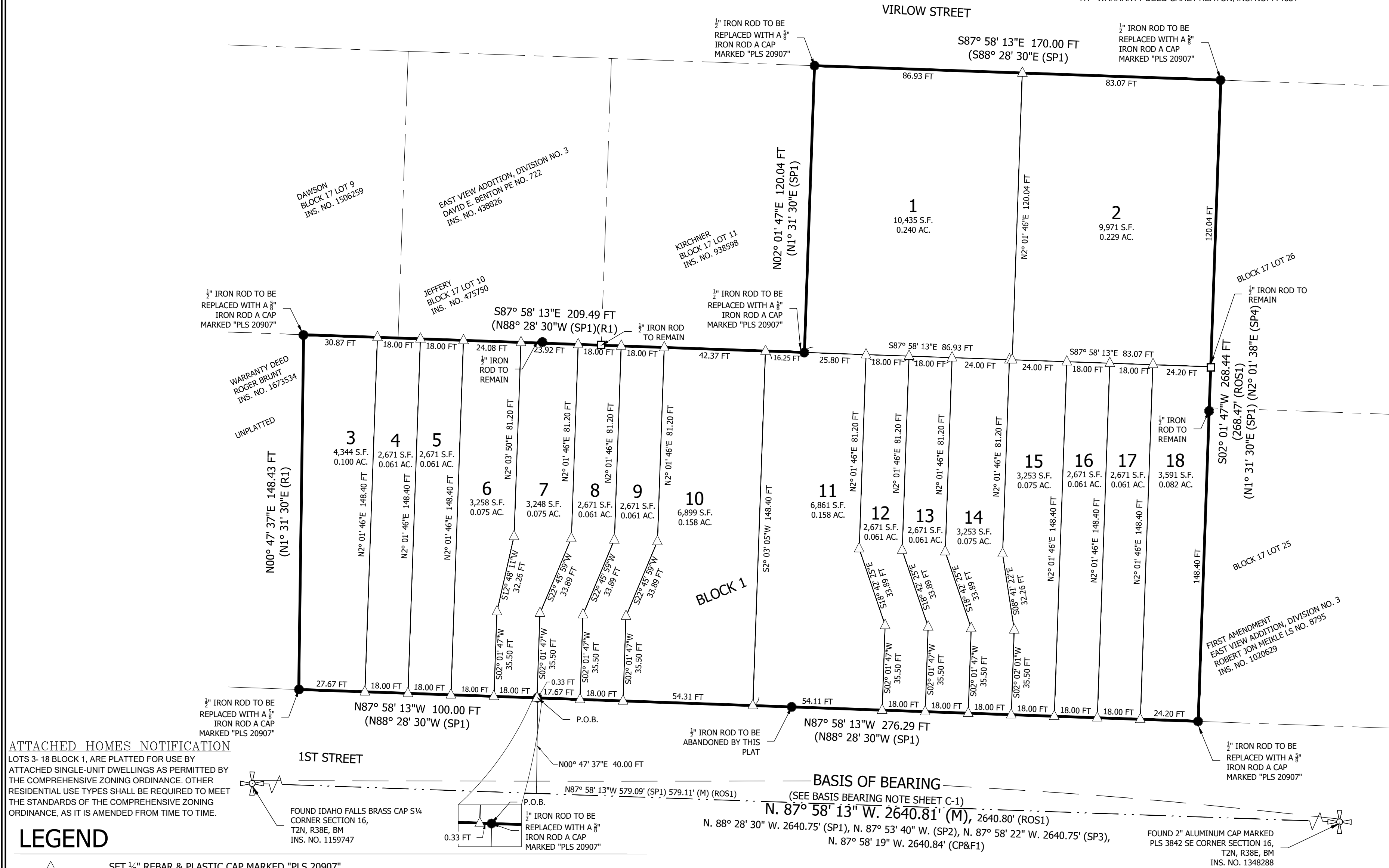


# VIRLOW VILLAGE DIVISION 1

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## REFERENCES BONNEVILLE COUNTY IDAHO

SP1 - EAST VIEW ADDITION DIVISION NO. 3 SUBDIVISION - INS. NO. 438826  
SP2 - MELBOURNE PARK ADDITION DIVISION NO. 1 SUBDIVISION - INS. NO. 264365  
SP3 - MELBOURNE PARK ADDITION DIVISION NO. 5 SUBDIVISION - INS. NO. 518894  
SP4 - FIRST AMENDED PLAT OF EAST VIEW ADDITION DIVISION NO. 3 SUBDIVISION - INSTRUMENT NO. 1020629  
CP&F1 - CORNER PERPETUATION AND FILING RECORD JOHN B. SMITH PLS 3842 - INS. NO. 1348288  
ROS1 - CAREY HEATON R.O.S. EAGLE ROCK ENGINEERING PLS 9369- INS. NO. 1587605  
R1 - WARRANTY DEED CARET HEATON, INS. NO. 771881



## LEGEND

	SET 1/2" REBAR & PLASTIC CAP MARKED "PLS 20907"	
	FOUND GOVERNMENT P.L.S.S. MONUMENT (CP&F)	CORNER RECORD AND FILING RECORD
	BOUNDARY LINE (NO.)	NUMBER
	ADJOINING DEED LINES (P.O.B.)	POINT OF BEGINNING
	TIE LINES (P.U.E.)	PUBLIC UTILITY EASEMENT
	LOT LINES (FT)	FEET
	SECTION LINE (AC)	ACRE (SF) SQUARE FEET
	FOUND 1/2" REBAR MARKED ERE PLS 9369 REPLACED WITH A 5/8" IRON ROD WITH CAP MARKED "PLS 20907" OR ABANDONED BY THIS SUBDIVISION PLAT. UNLESS OTHERWISE NOTED	
	FOUND 1/2" REBAR NO CAP ABANDONED BY THIS PLAT. UNLESS OTHERWISE NOTED	
	SEE BONNEVILLE COUNTY REFERENCE INSTRUMENT	

**APEX**  
Engineering, Inc.  
661 N. Main St., Spanish Fork, UT 84601  
801-796-2277

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PROFESSIONAL LAND SURVEYOR  
LICENSED  
20907  
STATE OF IDAHO  
SPENCER MCCUTCHEN

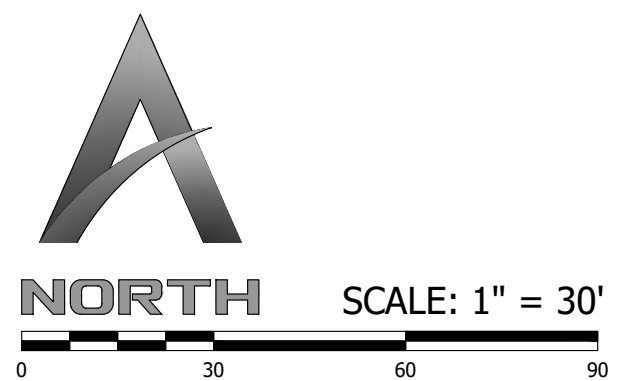
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DATE: 07-31-23  
LOCATION: IDAHO FALLS, IDAHO  
FOR: CONNECT ENGINEERING

DRAWING:

2 OF 3





# VIRLOW VILLAGE DIVISION 1

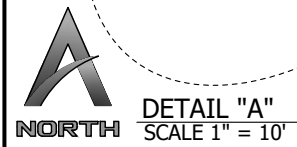
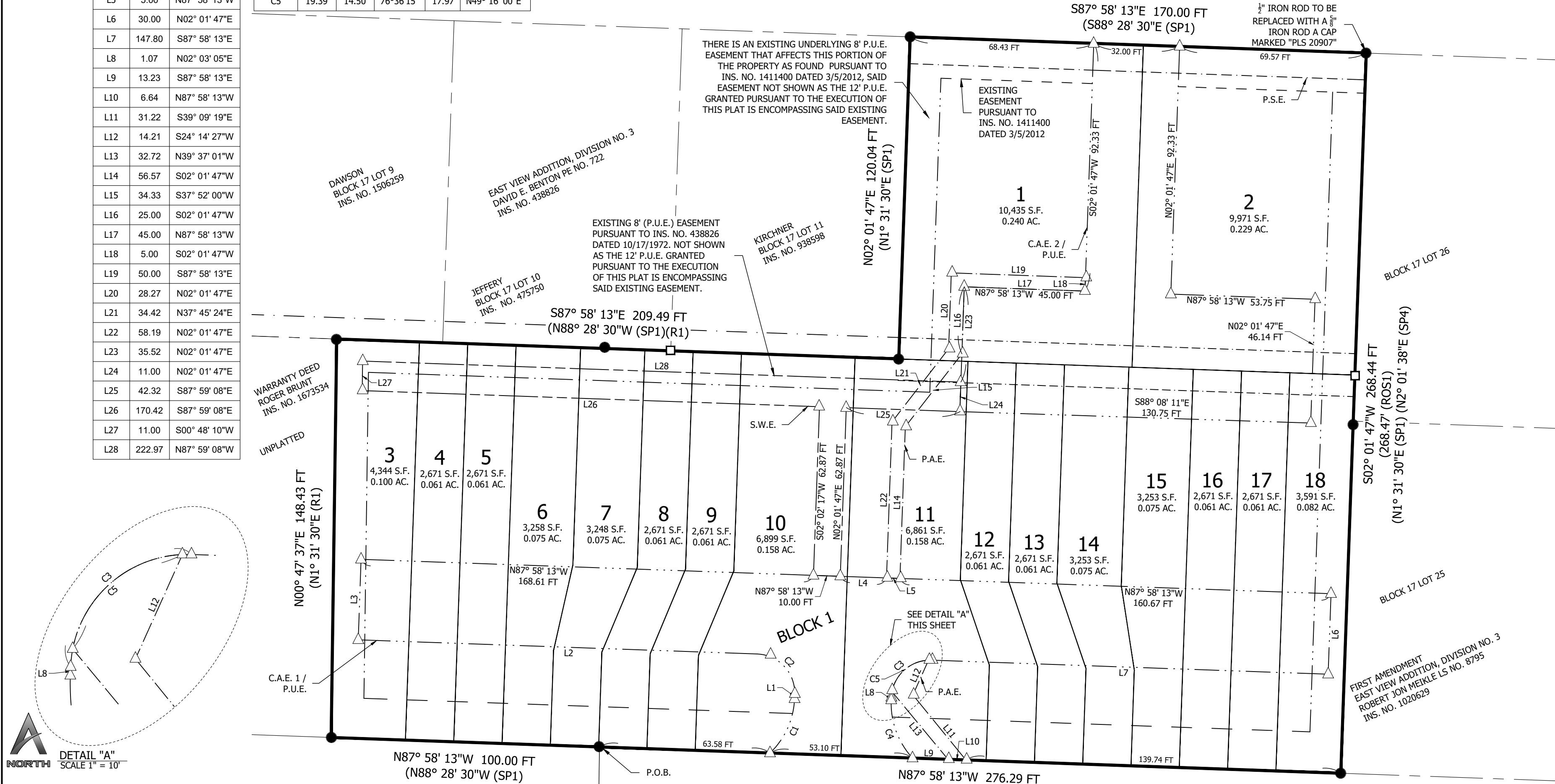
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R1 - WARRANTY DEED CARET HEATON, INS. NO. 771881

Line Table		
Line #	Length	Direction
L1	1.57	S02° 03' 05"W
L2	148.69	S87° 58' 13"E
L3	30.00	S02° 01' 47"W
L4	17.22	N87° 58' 13"W
L5	5.00	N87° 58' 13"W
L6	30.00	N02° 01' 47"E
L7	147.80	S87° 58' 13"E
L8	1.07	N02° 03' 05"E
L9	13.23	S87° 58' 13"E
L10	6.64	N87° 58' 13"W
L11	31.22	S39° 09' 19"E
L12	14.21	S24° 14' 27"W
L13	32.72	N39° 37' 01"W
L14	56.57	S02° 01' 47"W
L15	34.33	S37° 52' 00"W
L16	25.00	S02° 01' 47"W
L17	45.00	N87° 58' 13"W
L18	5.00	S02° 01' 47"W
L19	50.00	S87° 58' 13"E
L20	28.27	N02° 01' 47"E
L21	34.42	N37° 45' 24"E
L22	58.19	N02° 01' 47"E
L23	35.52	N02° 01' 47"E
L24	11.00	N02° 01' 47"E
L25	42.32	S87° 59' 08"E
L26	170.42	S87° 59' 08"E
L27	11.00	S00° 48' 10"W
L28	222.97	N87° 59' 08"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	22.83	29.50	44°20'45"	22.27	S24° 13' 28"W
C2	22.78	14.50	90°01'18"	20.51	S42° 57' 34"E
C3	22.77	14.50	89°58'42"	20.50	N47° 02' 26"E
C4	23.44	30.00	44°45'56"	22.85	N20° 19' 53"W
C5	19.39	14.50	76°36'15"	17.97	N49° 16' 00"E

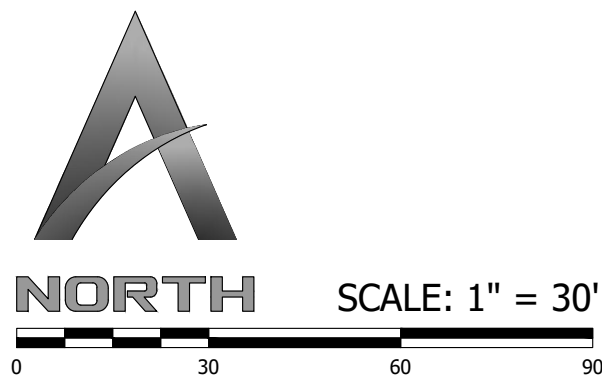


**ATTACHED HOMES NOTIFICATION**  
LOTS 3- 18 BLOCK 1, ARE PLATTED FOR USE BY  
ATTACHED SINGLE-UNIT DWELLINGS AS PERMITTED BY  
THE COMPREHENSIVE ZONING ORDINANCE. OTHER  
RESIDENTIAL USE TYPES SHALL BE REQUIRED TO MEET  
THE STANDARDS OF THE COMPREHENSIVE ZONING  
ORDINANCE, AS IT IS AMENDED FROM TIME TO TIME.

## LEGEND

	SET 1/2" REBAR & PLASTIC CAP MARKED "PLS 20907"
	FOUND GOVERNMENT P.L.S.S. MONUMENT
	BOUNDARY LINE
	ADJOINING DEED LINES
	TIE LINES
	LOT LINES
	SECTION LINE
	15' STREET FRONTAGE PUBLIC UTILITY EASEMENT (P.U.E.)
	CROSS ACCESS EASEMENT (C.A.E.) & PUBLIC UTILITY EASEMENT (P.U.E.) (INS.)
	EXISTING 8' PUBLIC UTILITY EASEMENT PURSUANT TO INS. NO. 438826
	DATED 10-17-1972 (EX. P.U.E.)
	12' PUBLIC UTILITY EASEMENT (P.U.E.)
	10' PUBLIC SIDEWALK EASEMENT (P.S.E.)

	EXISTING PUBLIC UTILITY EASEMENT PURSUANT TO INS. NO. 1411400 DATED 3-5-2012
	PRIVATE PEDESTRIAN ACCESS EASEMENT (P.A.E.)
	PRIVATE STORM WATER EASEMENT (S.W.E.)
	8' VACATED EASEMENT PURSUANT TO INST NO. 1622854
	FOUND 1/2" REBAR MARKED ERE PLS 9369 REPLACED WITH A 5/8" IRON ROD WITH CAP MARKED "PLS 20907" OR ABANDONED BY THIS SUBDIVISION PLAT. UNLESS OTHERWISE NOTED
	FOUND 1/2" REBAR NO CAP ABANDONED BY THIS PLAT. UNLESS OTHERWISE NOTED
	SEE BONNEVILLE COUNTY REFERENCE
	INSTRUMENT CORNER RECORD AND FILING RECORD NUMBER
	POINT OF BEGINNING
	DETAIL
	FEET
	ACRE
	SQUARE FEET
	PUBLIC UTILITY EASEMENT



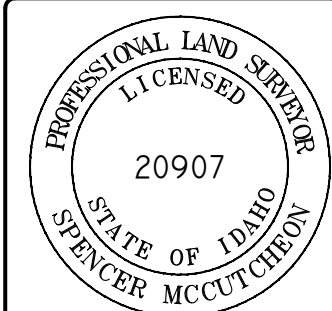
VIRLOW VILLAGE DIVISION NO 1

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A RE-PLAT OF LOTS 12-13 & 20-22, BLOCK 17 OF THE EAST VIEW ADDITION DIVISION NO. 3  
LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE MERIDIAN

FOR: **CONNECT ENGINEERING** **IDAHO FALLS, IDAHO** DATE: **07-31-23**

DRAWING: **3 OF 3**

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**STAFF REPORT**  
**Final Plat Virlow Village Division1**  
**August 24, 2023**



Community  
Development  
Services

**Applicant:** Connect Engineering

**Project Manager:** David Peterson

**Location:** Generally, north of of E 1<sup>st</sup> St, east of Eastview Dr, south of Virlow St, west of N 25<sup>th</sup> E.

**Size:** Approximately 1.756 Acres

**Total Lots:** 18

**Buildable Lots:** 18

**Common Lots:** 0

**Existing Zoning**

Site: R3A

North: R1

South: R1, R3A

East: R3A

West: R1

**Existing Land Uses:**

Site: Vacant

North: Residential, Elementary School

South: Residential

East: Vacant

West: Residential

**Future Land Use Map:**

General Urban

**Attachments:**

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

**Requested Action:** To **approve** the Final Plat for Virlow Village Division 1 to the Mayor and City Council.

**History:** This property was annexed into the city in 1958 and originally platted as part of East View Addition Div 3. In 2018, the area was rezoned to R3A with the adoption of the Title 11 Comprehensive Zoning Ordinance.

**Staff Comments:** The final plat application was submitted on March 24, 2023. The plat comprises 18 lots consisting of approximately 1.756 acres. Access to the property will comply with the currently adopted Access Management Plan. No lot will have individual direct access to the city streets. A shared cross-access easement will provide access to Lots 1-2 off Virlow St and Lots 3-18 off 1<sup>st</sup> St. 1<sup>st</sup> Street is an arterial road and the shared access has been reviewed and approved with Public Works.

The subdivision ordinance requires lots fronting on arterial streets to be 150 ft deep. The lots for this plat match the existing lot depth and are exempted from this requirement. Lots that are designated for single-unit attached housing are exempt from minimum lot size and frontage requirements normally applied to residential zones. Other subdivision ordinance requirements for lots fronting on arterial streets will be verified on the site plan.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the development standards of the R3A Zone and recommends approval for Virlow Village Division1.

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 is not required for this final plat as it does not meet the threshold to conduct one.

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

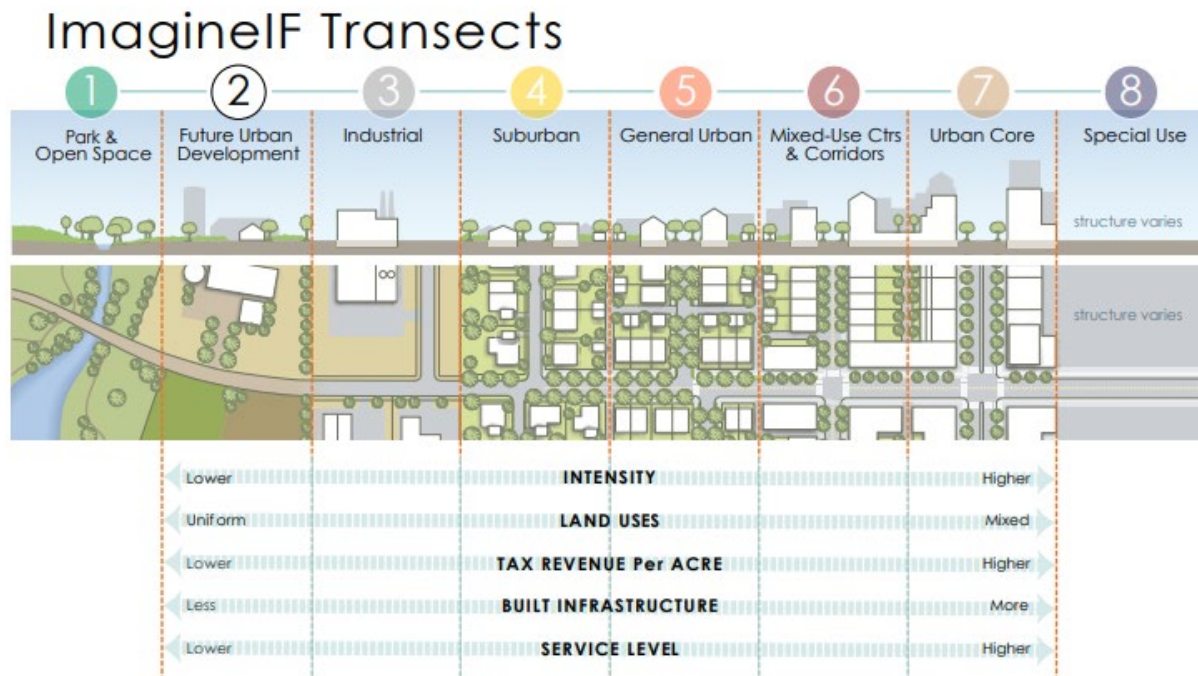
REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to 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.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	N/A
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	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	3) The lot depth is only 148.5 ft, matching the existing lot depth and is exempted from this requirement.

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.	No new streets

## Zoning Ordinance:

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

(G) R3A Residential Mixed-Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.





# 5

## General Urban



### 5. General Urban

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

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

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.

### **Business**

#### **7. PLAT 23-011: FINAL PLAT. Final Plat for Virlow Village Division 1.**

**Applicant: Barry Bane, Connect Engineering, 2295 N Yellowstone, Idaho Falls, Idaho.**

Bane is presenting the final Plat for Virlow Village Division No 1. Bane stated the property is sandwiched between Virlow and 1<sup>st</sup> Street. The property is zoned R3A and consists of 2.495 acres. They are proposing 18 lots. 2 lots come off Virlow with a cross access easement. Those buildings will have multifamily lots with a 4 plex on each. The south side has lots divvied up so the lots can be sold individually as single family attached homes. There is cross access easement through that portion, so there aren't 40 accesses to 1<sup>st</sup> Street. The jogs in the road are for fire code access. The garages had to be spread to conform with fire code. Bane stated that they are working through City review for water and sewer.

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

Wimborne asked about the garages on 1<sup>st</sup> Street. Bane stated that there is the road, the required buffer, the garages, drive isle, then homes, and the garages are not the buffer. The garages are set back from 1<sup>st</sup> Street.

Ihler asked if there is any access from the lots along 1<sup>st</sup> Street up to Virlow. Bane stated that there is no cross access going south. Bane stated that there is not vehicular access, but there is pedestrian access. Ihler was concerned with the kids being able to walk to school.

Wimborne asked if the front doors face 1<sup>st</sup> street. Bane agreed. Bane stated that the townhomes have a 1 car garage attached, and then separated garage.

**Scott moved to recommend to the Mayor and City Council approval of the Final Plat for Virlow Village Division 1 as presented, Storer seconded the motion. Wimborne called for roll call vote: McDaniel, yes; Ogden, yes; Ihler, yes; Wimborne, yes; Scott, yes. The motion passed unanimously.**



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

### **APPROVAL OF THE FINAL PLAT OF VIRLOW VILLAGE DIVISION 1 GENERALLY LOCATED NORTH OF E 1<sup>ST</sup> ST, EAST OF EASTVIEW DR, SOUTH OF VIRLOW ST, AND WEST OF N 25<sup>TH</sup> E.**

**WHEREAS**, the applicant filed an application for a final plat on March 24, 2023; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 06, 2023; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on August 24, 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 approximately 1.756 acres located generally north of E 1<sup>st</sup> St, east of Eastview Dr, south of Virlow St, and west of N 25<sup>th</sup> E.
3. The property is currently zoned R3A, Residential Mixed Use.
4. The final plat includes 18 buildable lots.
5. The final plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
6. The final plat 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  
VIRLOW VILLAGE

This DEVELOPMENT AGREEMENT VIRLOW VILLAGE (“AGREEMENT”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 AHG CAPITAL, LLC., (“DEVELOPER”), whose mailing address is 3525 Merlin Drive, Idaho Falls, ID 83404.

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. Certification of No Chinese Ownership. Pursuant to Idaho Code 67-2359, DEVELOPER certifies that DEVELOPER is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

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

\_\_\_\_\_  
Corrin Wilde, City Clerk

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

AHG CAPITAL, LLC.

By \_\_\_\_\_  
Mike Hicks

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, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

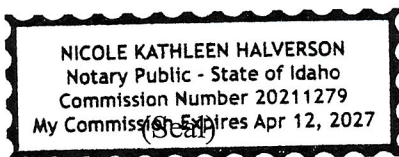
(Seal)

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

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

On this 2nd day of August, 2023, before me, the undersigned, a notary public, in and for said State, personally appeared Mike Hicks, known or identified to me to be an authorized signator of AHG Capital, LLC., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



Nicole Kathleen Halverson  
Notary Public of Idaho  
Residing at: 2871 Bluebird Ln, Idaho Falls, ID  
My Commission Expires: April 12, 2027



**EXHIBIT "A"**  
**PROPERTY**

LEGAL DESCRIPTION  
VIRLOW VILLAGE

A PARCEL OF LAND THAT LIES FULLY WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SUBJECT PARCEL CONTAINS 1.756 ACRES OF LAND THAT INCLUDES LOT 12 AND 13, LOT 20 THRU LOT 22, BLOCK 17, EAST VIEW ADDITION, DIVISION NO. 3, TO THE CITY OF IDAHO FALLS, IDAHO INSTRUMENT NO. 438826 AND THE WARRANTY DEED AS FOUND IN THE CLERK'S OFFICE OF BONNEVILLE COUNTY INSTRUMENT NO. 0771881. BASIS OF BEARING IS N 87°58'13"W 2640.81 FEET, MEASURED, BETWEEN THE MONUMENTS MONUMENTING THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER. SUBJECT PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF LOT 22 BLOCK 17 OF THE EAST VIEW ADDITION DIVISION #3 AS FOUND IN INSTRUMENT NO 438826 IN THE BONNEVILLE COUNTY CLERK'S OFFICE, SAID CORNER LIES 579.11 FEET N. 87°58'13" W. ALONG THE SECTION LINE AND N. 00°47'37" E. 40.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 1ST STREET;

RUNNING THENCE N. 87°58'13" W. ALONG SAID NORTH RIGHT OF WAY LINE 100.00 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE SOUTHWEST CORNER OF THE WARRANTY DEED AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO. 0771881;

THENCE N. 00°47'37" E. 148.43 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 AND TO THE SOUTH LINE OF LOT 9, BLOCK 17, OF SAID EAST VIEW ADDITION DIVISION NO. 3;

THENCE S. 87°58'13" E. ALONG SAID SOUTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF LOTS 10 AND 11 209.49 FEET TO A FOUND REBAR WITH NO CAP MARKING THE SOUTHWEST CORNER OF LOT 12 OF THE SAID EAST VIEW ADDITION;

THENCE N. 02°01'47" E. ALONG WEST LINE OF SAID LOT 12 120.04 FEET TO A FOUND REBAR AND CAP MARKED ERE PLS 9369 MARKING THE NORTHWEST CORNER OF LOT 12 AND TO THE SOUTH RIGHT OF WAY LINE OF VIRLOW STREET;

THENCE S. 87°58'13" E. ALONG THE NORTH LINE OF SAID LOT 12 AND LOT 13 AND SAID SOUTH RIGHT OF WAY LINE 170.00 FEET TO A FOUND REBAR WITH NO CAP MARKING THE NORTHWEST CORNER OF LOT 26 OF THE FIRST AMENDED PLAT OF EAST VIEW ADDITION, DIVISION NO. 3 AS FOUND IN THE SAID CLERK'S OFFICE AS INSTRUMENT NO. 1020629;

THENCE S. 02°01'47" W. ALONG SAID WEST BOUNDARY LINE OF SAID LOT 26 AND LOT 25 OF SAID FIRST AMENDED PLAT 268.44 FEET (268.47 FEET BY RECORD) TO A



FOUND REBAR AND CAP MARKED ERE 9369 MARKING THE SOUTHWEST CORNER OF SAID LOT 25 AND TO SAID NORTH RIGHT OF WAY LINE OF 1ST STREET;

THENCE N. 87°58'13" W. ALONG SAID NORTH RIGHT OF WAY LINE 276.29 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING EASEMENTS OF RECORD.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 76,484 SQUARE FEET OR 1.756 ACRES OF LAND.

**EXHIBIT “B”  
SPECIAL CONDITIONS**

**VIRLOW VILLAGE**

**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 Landscape Buffer.** DEVELOPER agrees to provide and maintain the sidewalk and landscape strip along the length of 1<sup>st</sup> Street and Virlow Street in the Subdivision. Maintenance of the sidewalk and landscape strip shall be the legal and financial responsibility of DEVELOPER or DEVELOPER’s heirs, successors, or assigns.

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

**S.C. 4.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY’s Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER’s sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER’s heirs, successors, or assigns.

**S.C. 5.00 Water Line Connection in 1<sup>st</sup> Street and Virlow Street.** CITY agrees to allow DEVELOPER to connect to the water main located in 1<sup>st</sup> Street and Virlow Street, subject to DEVELOPER's payment of the water main connection fees in the amount of Sixteen Thousand Five Hundred Fifty Dollars and Thirty Cents (\$16,550.30; 377 ft currently at \$43.90 per foot), upon execution of this AGREEMENT, pursuant to Section 8-4-14 (C) of Idaho Falls City Code. Pursuant to section 8-4-14 (B) of the City Code, DEVELOPER or DEVELOPER’s heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to CITY water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

**S.C. 6.00 Sewer Main Connection Fee 1<sup>st</sup> Street and Virlow Street .** CITY agrees to allow DEVELOPER to connect to the sewer previously constructed within the Subdivision, subject to

DEVELOPER's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of Nine Thousand Six Hundred Eighty-Eight Dollars and Ninety Cents (\$9,688.90; 377 feet; currently at \$25.70 per foot). Mainline connection fee costs will be adjusted accordingly in the event that the connections are not made at time when CITY Fee Resolution reflects the rate referenced herein. Pursuant to Section 8-1-23(B) of the City Code, DEVELOPER or DEVELOPER's heirs, successors, or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to CITY sewer system. Such fees shall be paid in the amounts and manner set forth in such Code Section.