

**CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING**

Thursday, December 10, 2015

7:30 p.m.

**COUNCIL CHAMBERS
680 PARK AVENUE**

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally before the meeting. If you wish to comment on a matter that is not on this Agenda, you may comment during Agenda Item number 3 below. Be aware that an amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. Note: Items listed under "RECOMMENDED ACTION" on this agenda are only potential outcomes. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived. Thank you for your interest in City Government.

1. **Call to Order and Roll Call.**

2. **Pledge of Allegiance.**

3. **Public Comment:** *This is the opportunity for members of the public to speak to the City Council regarding matters that are not on the Agenda; not noticed for a public hearing; not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. If you want to speak, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor and/or staff may also use this time to respond to comments from a previous meeting. NOTE: The Mayor may exercise discretion to decide if and when to allow public comment on an Agenda Item that does not include a public hearing. If the Mayor determines that your comments may be made later in the meeting, she will let you know when you may make your comments.*

4. **CONSENT AGENDA:** Any item may be removed from the Consent Agenda at the request of any member of the Council and that item would be considered separately later. Approval by roll call vote:

A. Item from Community Development Services Department:

1. Creation of Planning Technician Position:

The Community Development Services Department respectfully requests approval for the creation of a Planning Technician. This will be a regular, full-time position. Starting salary will be \$13.94 per hour. All of the costs will be covered under the existing Department budget by reducing spending in other line items as discussed at the Council Work Session on December 7, 2015.

B. Items from the City Clerk:

1. Approval of Minutes from the November 9, 2015, Council Work Session, November 12, 2015, Idaho Falls Power Board Meeting, November 12, 2015, Regular Council Meeting, and November 30, 2015, Area of Impact Meeting.
2. Approval of License Applications, including Beer Licenses to: A Little Bit of Mexico, Artitorium on Broadway, Bowlero, Buffalo Wild Wings, Carniceria Aguililla Inc., Casa Jaliscos Inc., Chili's, Copper Rill Restaurant, D'Railed, Ford's Bar, Holmes Speedi Mart, Idaho Falls Arts Council, IdaRacing at Sandy Downs, Jaliscos, KC's Food Mart, La Union Market, Midget Market, Morenitas, Olive Garden Italian Restaurant, Noodles & Company, Outback Steakhouse, Paula's Meat Market, R & R Bar, Red Robin America's Gourmet Burgers, Sam's Club No. 6345, Sandpiper East LLC, Shaka's, Smitty's Pancake & Steak House, Speedi Corp Inc., Stockman's Restaurant, Sunnyside Travel, Taqueria Paula's, Tobacco Connection #15, Tobacco Connection #30, WinCo Foods #42, all carrying the required approvals.
3. Request for Council ratification for the publication of legal notices calling for public hearings on December 10, 2015.

RECOMMENDED ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **REGULAR AGENDA:**

A. **Legal Department:**

1. **Ordinance to Establish Salaries, Benefits, and other Compensation:**

The City Attorney's office proposes changes to City Code sections 1-7-2; 1-8-3; and 3-1-9 as they appear in the attached Ordinance. If the Ordinance is adopted, Council will continue to establish compensation of all employees, (including appointive officers) regarding salaries, benefits, and other compensation. The Mayor will continue to regulate, adjust, and administer salaries, benefits, and other compensations established by Council-approved ordinance (including the City's annual amended appropriation ordinance), by Council resolution, by Council-approved written collective bargaining agreement (where applicable), or by other Council-approved agreement. The proposed Ordinance recognizes and complies with statutory duties of the Council and Mayor and follows Idaho case law.

RECOMMENDED ACTION: To approve the Salaries and Benefits Ordinance under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).

B. **Municipal Services Department:**

1. **Bid IF-16-F, Ammunition:** It is the recommendation of the Police and the Municipal Services Departments to piggyback the State of Idaho Contract #SBP01390-02 with Salt Lake Wholesale Sports. The supplier will furnish the annual rifle and pistol ammunition for a lump sum amount of \$51,883.92. Last fiscal year the Police Department expended a total of \$58,949.66 for ammunition.

RECOMMENDED ACTION: To piggyback the State of Idaho Contract with Salt Lake Wholesale Sports to furnish the annual rifle and pistol ammunition for lump sum amount of \$51,883.92, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

2. **Bid IF-16-G, Storage System for Data Backup:** It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contract #PADD16200012 with Advanced Systems Group to purchase hardware, licenses and support for additional data storage system for a lump sum amount of \$60,385.22. This purchase is recommended by the Information Technology Division to ensure there is sufficient storage system capacity for all city technology data.

RECOMMENDED ACTION: To piggyback the State of Idaho Contract with Advanced Systems Group to purchase hardware, licenses and support for additional data storage system for a lump sum amount of \$60,385.22, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

3. **Bid IF-16-04, Pressure Digger Truck for IF Power:** It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. The supplier will furnish a Hydraulic Pressure Digger on a 2017 Freightliner Cab and Chassis for a lump sum amount of \$314,064.00. This is to replace City of Idaho Falls Unit #323, 1986 International Truck with a Digger Derrick Bed that has reached the end of its useful life. This vehicle is budgeted in the Municipal Equipment Replacement Fund (MERF).

RECOMMENDED ACTION: To piggyback the General Services Contract with Altec Industries, Inc. to furnish a Hydraulic Pressure Digger on a 2017 Freightliner Cab and Chassis for a lump sum amount of \$314,064.00, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

4. **Waste Water Treatment Plant Farm Lease:** It is the recommendation of the Public Works and Municipal Services Department to approve the attached Farm Lease Agreement between the City of Idaho Falls and Todd Jenkins for City-owned property located at 4061 Glen Koster Lane, Idaho Falls, Idaho 83402. The term of the lease begins February 1, 2016 and ends on January 31, 2020. The total rental amount of the lease is \$45,000. Public Works and Municipal Services does not anticipate that the property will be needed for public purposes during the term of this agreement. The farm lease agreement has been reviewed by the City Attorney and Public Works.

RECOMMENDED ACTION: To approve the Farm Lease Agreement between the City of Idaho Falls and Todd Jenkins which begins February 1, 2016 and ends on January 31, 2020, for a total rental amount of \$45,000, and authorize the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

C. **Idaho Falls Power:**

1. **Approve a Non-Disclosure Agreement with Elster Solutions LLC:** Idaho Falls Power (IFP) has completed deployment of an upgrade to our meter system with Elster Solutions LLC. As part of the city-wide software conversion to Cayenta, IFP will be working with Elster Solutions LLC to integrate the two systems. In order to complete that integration, we are requiring an updated Non-Disclosure Agreement with Elster Solutions

LLC. Idaho Falls Power respectfully requests City Council approve the Non-Disclosure Agreement with Elster Solutions LLC and authorize Mayor Casper to execute the document.

RECOMMENDED ACTION: To approve the Non-Disclosure Agreement with Elster Solutions LLC, and authorize the Mayor to execute the document (or take other action deemed appropriate).

2. **Approve Change Order #6 for the Old Lower Plant Upgrade and Rewind Project:** On June 19, City Council awarded the Old Lower Plant general contractor bid to Hydro Consulting and Maintenance Services (HCMS) in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets. In the award memo addressed to Council, staff noted that the bid included some potential deducts that were to be explored as construction progressed. Exploration of those deducts resulted in the initial purchase order to HCMS being issued for \$320,400.00 less than the HCMS bid and Council authorized award level. The contractor has recommended an alternative excitation system to ensure we can achieve the full rating of the generator. We have selected Option 1 of Change Order #6 which will retain our standardization of Basler equipment. Our engineer, Mooney Consulting, concurs that the change order is needed and that Option 1 is acceptable. Change Order #6 in the amount of \$172,082.00 leads to a new contract price of \$4,892,341.41. Idaho Falls Power respectfully requests City Council approve Change Order #6 based on Option 1 for \$172,082.00, and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve Change Order #6 based on Option 1 for \$172,082.00 for the Old Lower Plant Upgrade and Rewind Project, and authorize the Mayor to execute the document (or take other action deemed appropriate).

3. **Approve Change Order #8 for the Old Lower Plant Upgrade and Rewind Project:** On June 19, City Council awarded the Old Lower Plant general contractor bid to Hydro Consulting and Maintenance Services (HCMS) in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets. Change Order #8 provides for necessary rebuild of the turbine guide bearings for both units. Our engineer, Mooney Consulting, concurs that the change order is needed. Change Order #8 in the amount of \$73,944.00 leads to a new contract price of \$4,966,285.41. Idaho Falls Power respectfully requests City Council approve Change Order #8 for \$73,944.00 and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve Change Order #8 for \$73,944.00 for the Old Lower Plant Upgrade and Rewind Project, and authorize the Mayor to execute the document (or take other action deemed appropriate).

4. **Approve Asset Purchase Agreement between Rocky Mountain Power and City of Idaho Falls:** Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls related to customer exchange of electrical service and assets at Fielding Cemetery. Fielding Cemetery, which is in the Idaho Falls City limits, has historically been served by Rocky Mountain Power. Approval of this agreement will authorize a customer and asset transfer to allow Idaho Falls Power to serve Fielding Cemetery. Rocky Mountain Power is preparing an application to the Public Utility Commission to seek approval, in accordance with Sections 4.02 and 12 of the agreement. The City Attorney has reviewed the agreement. In accordance with Idaho Falls City Code section 8-5-33, the Parks & Recreation Department will pay one-half of the total transfer fee

which is \$49,321.61. The other one-half is paid by Idaho Falls Power. Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls and authorize the Mayor to execute the document (or take other action deemed appropriate).

5. **Approve Joint Memorandum of Understanding with CenturyLink and Declare a Sole Source:** Idaho Falls Power has a number of poles in our service territory that are joint use with CenturyLink, providing physical space for both Idaho Falls Power and CenturyLink. CenturyLink is performing an audit of their facilities and attachments within our service territory. Idaho Falls Power desires to update our pole attachment inventory in conjunction with their work as we prepare to enter into a formal joint use agreement. Idaho Falls Power will be required to contribute its share of costs for the overall audit. The cost estimate for this work is \$35,000. Because Idaho Falls Power and CenturyLink occupy positions on the same power poles and CenturyLink has already engaged a company to conduct an audit of their facilities, it is highly impractical or impossible to separately bid each party's facilities attachments for audit. Additionally, Idaho Falls Power is not authorized to bid work on assets owned by CenturyLink. The City Attorney has reviewed this request and the associated Joint Memorandum of Understanding. In recognition of these circumstances, staff requests City Council recognize CenturyLink as the sole source vendor for this work and that associated bidding requirements be waived and that Mayor Casper be authorized to execute the Joint Memorandum of Understanding with CenturyLink for an amount not to exceed \$35,000.

RECOMMENDED ACTION: To authorize the Mayor to execute the Joint Memorandum of Understanding with CenturyLink for an amount not to exceed \$35,000 (or take other action deemed appropriate).

D. **Public Works Department:**

1. **Cooperative Agreement for Sewage Treatment and Collection - Iona Bonneville Sewer District (IBSD):** Attached for your consideration is a Cooperative Agreement for Sewage Treatment and Collection with the Iona Bonneville Sewer District (IBSD). The agreement is for a period of five (5) years and replaces the previous agreement that expired in 2014. The sewer service agreement also addresses an increase to the IBSD sewer service area. Public Works recommends approval of the cooperative agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

RECOMMENDED ACTION: To approve the Cooperative Agreement for Sewage Treatment and Collection with the Iona Bonneville Sewer District and give authorization for Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2. **Easement Vacation - Westland Heights, Division 3:** As earlier authorized, the City Attorney has prepared the attached documents to vacate a power easement that runs through the subject development on the northwest corner of Broadway and Skyline Drive. Public Works recommends approval of this vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

RECOMMENDED ACTION: To approve the easement vacation Ordinance for Westland Heights, Division 3, under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).

E. **Parks and Recreation Department:**

1. **Alcohol in the Parks Ordinance Changes:** Attached for your consideration is a draft amended ordinance providing for the sale and consumption of beer and wine in park and recreation facilities during permitted events; establishing a permitting process for such permitted events and establishing requirements therefor, including insurance, catering license for alcohol vendors, site maps, restriction on sales and consumption, and provision of security. The changes have been reviewed and approved by the City Attorney. The Department of Parks and Recreation respectfully requests the authorization and approval of said changes by City Council.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 3, of the City Code under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).

F. **Community Development Services Department:**

1. **Resolution to Modify Policy Regarding Work on Electrical Service Panels:** Attached is a resolution adopting a policy to prevent work on energized electrical panels. In the past, the City has allowed work to be done on energized panels. However, to be more consistent with Occupational Safety Health Administration (OSHA) recommendations, to reduce City liability, and in recognition that homeowners are permitted by Idaho Code to perform electrical work without training or licensure, the proposed policy restricts the City and Idaho Falls Power from energizing electrical service panels until all conductors are terminated. This policy has been discussed and developed by staff from Community Development Services, Idaho Falls Power, and the Legal Department.

RECOMMENDED ACTION: To approve the Resolution to modify policy regarding work on electrical service panels, and authorize the Mayor and City Clerk to execute said document (or take other action deemed appropriate).

2. **Public Hearing - FY 2016 CDBG Annual Action Plan and FY 2016-2020 CDBG 5-Year Consolidated Plan:** The Community Development Block Grant (CDBG) Program funded through the Department of Housing and Urban Development (HUD) is required to hold a public hearing to consider the FY2016 Annual Action Plan and the FY2016-2020 CDBG Five Year Consolidated Plan. The FY2015 CDBG allocation was \$342,928.00. Congress has not yet passed the HUD budget and the FY2016 allocation is not yet known. However, allocations tend to be similar from year to year. Attached is a list of projects and activities submitted for FY2016 funding. The total for all application requests is \$476,795.00. Following the public hearing, a required 30-day public comment period will begin on December 11, 2015, and end on January 12, 2016.

3. **Public Hearing - Request to Rezone from RSC-1 to R-3A, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot**

11, Block 1, Lorin C. Anderson, 1st Amended: Attached is the application for rezoning from RSC-1 (Residential Shopping Center Zone) to R-3A (Residence Zone), Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended. The Planning and Zoning Commission considered this change at its November 3, 2015, meeting and recommended approval. Staff concurs with this recommendation.

RECOMMENDED ACTIONS:

- a. To approve the Ordinance rezoning West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended, under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended, and give authorization for the Mayor to execute the necessary documents.

4. Public Hearing – Annexation with Initial Zoning of R-1, Development Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Yorkside, Division No. 2: Attached is the application for Annexation with Initial Zoning of R-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements, Yorkside, Division No. 2. The Planning and Zoning Commission considered this item at its October 6, 2015, meeting and recommended approval. Staff concurs with the recommendation. This item is now being submitted to the Mayor and City Council for consideration.

RECOMMENDED ACTIONS: The following recommendations in sequential order (or take other action deemed appropriate):

- a. To approve the Development Agreement for Yorkside Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance annexing Yorkside Division No. 2, under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Yorkside Division No. 2, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for Yorkside Division No. 2 as R-1 Zone, under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and

amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.

e. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 for Yorkside Division No. 2, and give authorization for the Mayor to execute the necessary documents.

f. To accept the Final Plat for Yorkside Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

g. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Yorkside Division No. 2, and give authorization for the Mayor to execute the necessary documents.

5. **Public Hearing - Zoning Ordinance Modification to Reduce Required Parking for Dwelling Units in the CC-1 Zone:** Attached is a proposed modification to the Zoning Ordinance to reduce the required number of parking stalls per dwelling unit in the CC-1 zone from two to one. This change was recommended by the downtown housing completed by Leland Consulting. The request came from the Idaho Falls Redevelopment Agency and has also been discussed with the Idaho Falls Downtown Development Corporation. The Planning and Zoning Commission considered this change at its November 3, 2015, meeting and recommended approval. Staff concurs with the Commission and recommends approval of the ordinance.

RECOMMENDED ACTION: To approve the modifications to the Zoning Ordinance to reduce the required number of parking stalls per dwelling unit in the CC-1 zone from two to one under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).

Motion to Adjourn.

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-160-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Creation of Planning Technician Position
DATE: December 8, 2015

The Community Development Services Department respectfully requests approval for the creation of a Planning Technician. This will be a regular, full-time position. Starting salary will be \$13.94 per hour. All of the costs will be covered under the existing Department budget by reducing spending in other line items as discussed at the Council Work Session on December 7, 2015.

Attachments: Draft Job Description

cc: Kathy Hampton
File

Planning Technician

General Purpose:

Performs a variety of working level duties to facilitate and expedite residential and commercial building permit issuance. Also performs a variety of duties designed to expedite the processing of projects affecting Planning and Zoning.

SUPERVISION RECEIVED

Works under the general supervision of the Assistant Planning Director , and Administrative Assistant to the Community Development Services Department.

SUPERVISION EXERCISED

None.

Essential Functions:

Reviews building plans, site plans, and zoning permit applications to assure compliance with zoning requirements such as use, bulk, placement, and parking ratios. May also review such applications and supporting documents for completeness and sufficiency of information.

Performs routine office tasks in designated program areas, including data entry, file management, copying and answering telephone.

Prepares legal notices and assures timely publication; notifies the media and political subdivisions; prepares and distributes meeting packets including agendas, minutes, staff reports and other required documents; posts agendas and notice of meeting per open meeting laws.

Notifies property owners of pending action affecting their or nearby property by composing correspondence.

Answers questions on planning and building plan submittal and application procedures and deadlines; answers general department questions, answers phone calls and responds to email requests; directs public to appropriate resource for questions relating to other divisions and for resolution of planning and zoning issues.

Processes routine building and sign permit applications, accepts payments for such, and distributes plan review letters.

Assists in preparing and presenting staff reports and presentations for variance and conditional use permit applications.

Assists in long-range planning duties as required, but generally in research, data collection, code development, and some writing and layout.

May assist in tracking number of permits issued on a monthly and annual basis, identifying single family dwelling, duplexes, 4-plexes, apartments and commercial building. Compile and submit various agency and Bureau of Census reports for the Building Department and the City.

Performs related duties as required.

Typical Qualifications:

1. Education and Experience:

High school graduate or equivalent; completion of two year vocational program or apprenticeship preferred;

AND

B. One (1) year of progressively responsible experience;

OR

C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Working (Some/Basic?) knowledge of basic code requirements, considerable knowledge of interpersonal communication skills and telephone etiquette, clerical procedures and methods related to filing and documenting. Working knowledge of standard office equipment; P.C.'s and related programs, i.e. spreadsheets and word processing.

Ability to communicate effectively, verbally and in writing; ability to read building and site plans; ability to perform basic mathematical computations, ability to develop effective working relationships with supervisors, fellow employees, contractors, inspectors and the public.

3. Special Qualifications:

Must possess a valid Idaho driver's license.

Work Environment:

Tasks require a variety of physical activities not generally involving muscular strain. Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, related to walking, standing, stooping, sitting, reaching, and lifting. Emotional stability and discriminating thinking required for dealing with the public. Common eye, hand, finger, leg and foot dexterity exist.

Mental application utilizes memory for details, verbal instructions, emotional stability and discriminating thinking.

Disclaimer:

The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed with or without notice. This job description supersedes earlier versions.

NOVEMBER 9, 2015

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, November 9, 2015, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Ed Marohn
Councilmember Sharon Parry (arrived at 3:05 p.m.)
Councilmember Michael Lehto (departed at 4:30 p.m.)
Councilmember David M. Smith
Councilmember Barbara Ehardt

Also present:

Randy Fife, City Attorney
Kerry McCullough, Public Information Officer
Dana Briggs, Economic Development Coordinator
Pamela Alexander, Municipal Services Director
Brad Cramer, Community Development Services Director
Greg Weitzel, Parks and Recreation Director
Chris Fredericksen, Public Works Director
Dave Hanneman, Fire Chief
John Radford
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with Mayor and Council reports. Mayor Casper reminded the Councilmembers of the following events: Downtown Focus Groups on November 10 & 11, 2015; Veterans Day on November 11, 2015, with several community events; the Idaho Falls Power Board Meeting on November 12, 2015; a Police Department briefing regarding school safety on November 12, 2015; an award ceremony on November 12, 2015, for the Smart Growth award to the City; Live Well Idaho Falls on November 12, 2015, and the Chamber Gala on November 13, 2015. Mayor Casper introduced Pamela Alexander, the new Municipal Services Director, to the Councilmembers.

Councilmember Lehto had no items to report.

Councilmember Parry had no items to report.

Councilmember Ehardt expressed appreciation to all those involved with the Target/Hitt Road ribbon-cutting. She briefly reported on the Targhee Regional Public Transportation Authority (TRPTA) routes and indicated a draft report will be given to the Council in the near future.

Councilmember Smith had no items to report.

Councilmember Marohn stated the Museum of Idaho and the Idaho Falls Arts Council have received grant monies from the National Endowment of Humanities.

Councilmember Hally indicated there will be future discussion of several Parks and Recreation plans.

Item from Community Development Services include:

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1-Receipt of Recommendations from Planning and Zoning Commission, November 3, 2015, meeting:

It was moved by Councilmember Lehto, seconded by Councilmember Marohn, to accept the recommendations received from the Planning and Zoning Commission, November 3, 2015, meeting. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Smith
Councilmember Marohn
Councilmember Lehto
Councilmember Hally

Abstain: Councilmember Parry

Nay: None

Motion carried.

Items from the Parks and Recreation Department include:

4Sight Security Presentation/Discussion:

Mayor Casper stated due to the recent homicide in Tautphaus Park the safety issue of all City parks has become more relevant. Director Weitzel stated the Zoo at Tautphaus Park has been vandalized several times over the course of the past few years which necessitated the need for a security camera system. He stated after several quotes were received the committee selected 4Sight Security as the provider. Director Weitzel introduced Mark Blackburn, owner of 4Sight Security, Homer Creutz, IT Specialist, and Reed Raymond, Sales Manager. Mr. Blackburn stated 4Sight Security was also concerned with the recent homicide at Tautphaus Park and therefore is offering to donate a security system, valued at approximately \$30,000.00, which would provide full coverage at the park. Director Weitzel stated Idaho Falls Power would provide the power pole including fiber network and the Parks and Recreation Department would assist with installation costs and any utility costs. Mr. Blackburn stated the cameras could be manually controlled and are equipped with motion detection including night time sensor. Councilmember Lehto stated the security concerns have been discussed over the course of several years due to frequent vandalism. The security system could also be used as a deterrent for vandalism as well as evidence gathering. The Mayor and Council expressed their appreciation to Mr. Blackburn and his staff.

Alcohol Ordinance Discussion:

Mayor Casper stated there have been inconsistencies regarding alcohol use in the parks which necessitates the need for policy/procedure. Director Weitzel stated the Parks and Recreation Department receives several requests for alcohol consumption at special events, therefore, the Legal Department drafted an Ordinance allowing the sale and consumption of beer and wine through a permit process. He indicated the Parks and Recreation Department will individually review each requested event for all specified requirements and each request would also require approval from the Police Department. Mr. Fife stated this draft ordinance would address three

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(3) areas; general concessions, special events, and permitted alcohol events. He indicated the permitted alcohol event would require specific security and insurance. He stated this ordinance would only apply to the park facilities. Councilmember Lehto briefed the administration on a street fest event in 2001 which, due to alcohol consumption, injured several law enforcement personnel, therefore enacting the current permitting process. Councilmember Parry believes there should be a more comprehensive ordinance. She stated a separation clause should indicate a specific time and location. Mr. Fife stated the ordinance would specify the hours of consumption. He indicated the City Code is not currently comprehensive or consistent with regard to alcohol. Brief discussion followed regarding one complete ordinance or separate ordinances relating to alcohol in the parks, streets, or the downtown area. After further discussion, it was decided any comments/concerns should be submitted to Mr. Fife or Director Weitzel.

Presentation:

Economic Development Update:

Mayor Casper introduced Ms. Briggs to present an economic development update to the Council. Ms. Briggs presentation included the following information:

Economic Development Vision:

Draft Vision Statement: Idaho Falls is a city with a vibrant business climate and growing business sector that is accessible, user-friendly and welcoming to all.

Initial Goals:

Idaho Falls First

Foster existing business and industry retention and growth through partnerships with local businesses.

Idaho Falls Easy

Remove barriers to conducting business within the City of Idaho Falls.

Idaho Falls Attractive

Communicate City of Idaho Falls assets and make the city an attractive place for businesses to locate.

Idaho Falls Talented

Enable the training and development of high-quality talent pools that match the needs of local industry.

Activities to Date:

Idaho Falls First

1. Community Involvement (Groups, Organizations, and Target Businesses):

- ConnectShare
- Rotary
- Greater Idaho Falls Chamber of Commerce
- Henry's Fork Watershed Council
- INL/CAES
- Partnership for Science and Technology
- Idaho Falls Hotelier's Association

2. City Department Involvement:

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- Community Development Services
 - Idaho Falls Power
 - Public Works
 - Idaho Falls Regional Airport
3. In-Process Projects:
- Developer Roundtable Program
 - International Business Roundtable
 - Business Outreach Program
 - INL Development Goals
 - Target Industry Growth List
 - Economic Development Management Committee
4. Long-term Projects:
- City of Idaho Falls Economic Development Strategic Plan (long-term goals, short-term actions)
 - “Wish List” of state incentives and development tools (ID2020: Gardner Group)
 - Idaho Falls Economic Development Benchmarks
 - Quantitative, measurable metrics

Idaho Falls Easy

1. Involvement:
- Idaho Department of Commerce
 - Idaho Innovation Center
 - Idaho Technology Council
 - Deal Flow Report
 - Hall of Fame
 - Capital Connect Series (April)
 - Small Business Administration
2. In-Process Projects:
- North Loop expansion project
 - Idaho Falls Power fiber network
 - Urban Renewal Agency
 - Annexation efforts
3. Long-Term Projects:
- Website page: Economic Development
 - Form “Ready Team”

Idaho Falls Attractive

1. Involvement:
- REDI (Regional Economic Development Eastern Idaho)
 - International Economic Development Council
 - Idaho Economic Development Association
2. In-Process Projects:
- City Marketing Publication
 - Transportation
 - Air Service Development Projects
 - Development Projects

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- Project Coz
- Project Snow
- Project APEX

3. Long-Term Projects

- NuScale Power supply chain positioning
- Industrial park development
- Short-term housing options
- Transportation
 - Public Transportation

Idaho Falls Talented

1. Involvement:

- Idaho Department of Labor

2. In-Process Projects:

- Community College Committee
- Workforce training incentives

3. Long-Term Projects

- Community College
- SMR Training Coordination

Local Role in Site Selection Process:

1. Community “brand” and messaging
2. Infrastructure
3. Fostering partnerships
4. RFP information
5. Site visit
6. Negotiations
7. Closing the deal

Key Factors Companies/Site Selectors Use:

1. Speed to market—how soon can they be up and running?
2. Stability and predictability
3. One-voice for the community
4. Confidentiality
5. Cultural considerations—genuine, honest, ethical

General discussion followed including collaboration with other City departments, Idaho/City property taxes, education, and coordination with REDI.

Ms. Briggs believes recruitment and retention/expansion are important for City growth. Mayor Casper requested the Council submit any City benchmarks to Ms. Briggs.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to move into Executive Session at 5:10 p.m., pursuant to the provision of Idaho Code Section 74-206A(1)(c) to acquire an interest in real property which is not owned by a public agency and not reconvene into Work Session. Roll call as follows:

Aye: Councilmember Parry

NOVEMBER 9, 2015

Councilmember Ehardt
Councilmember Hally
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, November 9, 2015, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:10 p.m., pursuant to the provision of Idaho Code Section 74-206A(1)(c) to acquire an interest in real property which is not owned by a public agency.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember Sharon Parry
Councilmember David M. Smith

Absent:

Councilmember Michael Lehto

Also present:

Randy Fife, City Attorney
Pamela Alexander, Municipal Services Director
Greg Weitzel, Parks and Recreation Director
Chris Fredericksen, Public Works Director
Kathy Hampton, City Clerk

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to move out of Executive Session and that the meeting adjourn at 5:25 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

NOVEMBER 12, 2015

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, November 12, 2015, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 7:00 a.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Sharon Parry (arrived at 7:05)
Councilmember Barbara Ehardt
Councilmember David Smith
Councilmember Michael Lehto
Councilmember Ed Marohn
Councilmember Thomas Hally

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Richard Malloy, Compliance/Engineering Manager
Ben Jenkins, Electrical Engineer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 7:05 a.m. and turned the meeting to Director Flowers with the following agenda items:

Electric System Planning:

Director Flowers stated Richard Malloy's duties have expanded from his traditional compliance tasks and now include managing the engineering section. Idaho Falls Power (IFP) engineers Ben Jenkins and John Barksdale have been working diligently under the direction of Mr. Malloy to expand their knowledge in the utility industry, including: generation, distribution, substations, smart grid, metering, transmission, and trouble shooting. She stated these engineers work very well with operations as well as IFP's long-term consulting firms. Director Flowers stated due to the engineers training and knowledge, the amount of external professional services support have been significantly reduced. She recognized and expressed appreciation for their capabilities. She then introduced Richard Malloy and Ben Jenkins.

Mr. Malloy stated studies are used for system planning and briefly explained a substation switching study with examples of multiple scenarios. Mr. Malloy stated a study was also performed regarding the westside circuits, realizing there are capacity constraints north of town. He indicated the studies are used as tools to replace system aging infrastructure and expansion. Modeling software is also used as a tool. He indicated the results of a study generally come from a specific question. He described a load forecast study; Is the current system sufficient for load growth? and Area of Impact (AOI); What is needed to service the Area of Impact?. Brief discussion followed, including security/safety of substations, boundaries of AOI regarding long-term need, and load capacity/density in the downtown area.

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City Code Changes:

Director Flowers stated there are proposed changes to the City Code that will coincide with a resolution. She indicated there are three (3) primary changes to the code which include: meter opt out, including meter testing and reading; rate adjustment, including lowering the large single-load threshold and rate classification clean-up; and the Development Extension Policy, allowing the Council, upon good cause, to waive redevelopment or voluntary annexation electrical fees. Mr. Fife stated due to the City providing its own electric service, there should be no legal issues regarding the redevelopment or annexation of property. Brief discussion followed regarding exclusion of 'voluntary'. Councilmember Lehto recommended all Councilmembers review the draft ordinance for future discussion.

Director Flowers stated the companion Service Policy will include the resolution. She indicated the Service Policy has the same language adjustments to incorporate the Development Extension Policy as well as specification and installation clean-up. She stated this is an annual update to the Service Policy. Mr. Fife stated upon review of the Electrical Ordinance, some changes to the billing collection and termination policy were also necessary. Municipal Services requested a unified policy for all utilities. He indicated the companion ordinance regarding unified utility billing will be requested and adopted by resolution referencing code sections with regard to utility and the specific policy.

Capital Improvement Plan Adjustment:

Director Flowers stated the current budget year includes a sedimentation removal project upstream of the Upper Power Plant. She stated this project will fall within the next budget year, therefore, she is requesting to swap a future control room project, scheduled for 2018, for the Upper Power Plant project.

Award Acknowledgement:

Director Flowers stated Idaho Falls Power recently received two (2) awards from American Public Power Association (APPA):

Award of Excellence in the Class D, Print category for the Annual Report, Customer Communications. Director Flowers specifically recognized Matt Evans for his efforts, and; Award of Merit in the Class D, Video category for the Hydro Heritage Promotional Video.

There being no further business, it moved by Councilmember Smith, seconded by Councilmember Marohn, that the meeting adjourn at 8:17 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

NOVEMBER 12, 2015 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, November 12, 2015, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca Casper
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Sharon Parry
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Absent:

Councilmember Michael Lehto

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available Department Directors

Mayor Casper invited Erika Baker, a senior at Idaho Falls High School, to come forward and lead those present in the Pledge of Allegiance.

PRESENTATION:

Mayor Casper introduced Mark McBride, Police Chief, for presentation of Life Saving Award to Idaho Falls Police Officer Brandon Prince. Chief McBride stated on August 29, 2015, Officer Prince responded to a motorcycle accident in which the victim was pinned beneath a parked vehicle. Officer Prince, a highly-trained combat medic, quickly assessed the situation and realized the victim needed immediate medical attention. He grabbed his medical kit and worked his way under the vehicle to begin treatment on the victim who had sustained a severe head laceration. Officer Prince continued the life-saving effort, all while underneath the vehicle, until fellow officers and Emergency Medical Services (EMS) arrived on the scene and were able to lift the vehicle and extract the victim. EMS transported the critically-injured victim to the hospital, where thankfully, the patient survived. Chief McBride stated Officer Prince's selfless actions and professionalism bring great credit to himself and the Idaho Falls Police Department and are in keeping with the highest traditions of law enforcement. He presented the Life Saving Award to Officer Brandon Prince for recognizing extraordinary measures. A standing ovation followed.

Mayor Casper requested any public comments not related to items on the agenda. No one appeared.

CONSENT AGENDA ITEMS:

The City Clerk requested approval of Minutes from the October 5, 2015, Council Work Session, and October 8, 2015, Regular Council Meeting.

NOVEMBER 12, 2015 - Unapproved

The City Clerk requested approval of Monthly Expenditure Summary for the month of October, 2015.

FUND	TOTAL EXPENDITURE
General Fund	\$1,069,848.96
Street Fund	400,964.74
Recreation Fund	116,446.76
Library Fund	141,835.84
Municipal Equipment Replacement Fund (MERF)	174,195.94
Electric Light Public Purpose Fund	120,583.10
Golf Fund	35,515.94
Self-Insurance Fund	234,613.86
Street Capital Improvement Fund	150,542.90
Water Capital Improvement Fund	2,624.00
Traffic Light Cap Imp Fund	44,508.27
Airport Fund	112,110.91
Water and Sewer Fund	985,008.14
Sanitation Fund	439,473.66
Ambulance Fund	12,657.99
Electric Light Fund	2,909,648.21
Payroll Liability Fund	2,766,668.42
TOTAL	\$9,717,247.64

The City Clerk requested approval of Monthly Treasurer's Report for the month of October, 2015.

Dear Mayor and City Council Members:

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This report was filed in the City Clerk's Office on or before the 10th day from the end of the month of the Report.

OATH

I, Kenneth McOmber, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City Treasury as of the date of this Report and the balance of money in the City Treasury, all as required by Idaho Code Section 50-208.

s/ Kenneth McOmber
Kenneth McOmber

November 10, 2015
Date Signed

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

NOVEMBER 12, 2015 - Unapproved

On this 10th day of November, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such City executed the same.

(SEAL)

s/ Kathy Hampton
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 01-03-2020

The City Clerk requested approval of License Applications, all carrying the required approvals.

The City Clerk requested Council ratification for the publication of legal notices calling for public hearings on November 12, 2015.

It was moved by Councilmember Marohn, seconded by Councilmember Parry, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows:

Aye: Councilmember Ehardt
 Councilmember Parry
 Councilmember Smith
 Councilmember Marohn
 Councilmember Hally

Nay: None

Motion carried.

REGULAR AGENDA ITEMS:

Community Development Services Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Annexation with Initial Zoning of R-1, Development Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Yorkside, Division No. 2

Attached is the application for Annexation with Initial Zoning of R-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements, Yorkside, Division No. 2. The Planning and Zoning Commission considered this item at its October 6, 2015, meeting and recommended approval. Staff concurs with the recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Mayor Casper stated appropriate paperwork for this item had not been received so it had been requested to recess this item.

NOVEMBER 12, 2015 - Unapproved

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to recess Annexation with Initial Zoning, Development Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Yorkside, Division No. 2, to the December 10, 2015, Regular Council Meeting. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Hally
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Zoning Ordinance Amendments

Attached is an ordinance with proposed minor modifications to the Zoning Ordinance. This is part of the Community Development Services program to make minor adjustments on an annual basis. The Planning and Zoning Commission considered these changes at its October 6, 2015, meeting and recommended approval. Staff concurs with this recommendation. The proposed changes are now being submitted to the Mayor and City Council for consideration.

Mayor Casper opened the public hearing and ordered all items presented by staff be entered into the record.

Director Cramer appeared and stated the minor adjustments will include items that may not have been included in the current City Code or the method of enforcing the City Code. These items include a numbering error correction, definition of fences and walls with regard to site-obscuring, and the specific uses allowed for zones.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Zoning Ordinance Amendments under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Hally
Councilmember Parry
Councilmember Smith

NOVEMBER 12, 2015 - Unapproved

Nay: None

Motion carried.

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

ORDINANCE NO. 3038

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 10, CHAPTER 3 TO PROVIDING SEQUENTIAL NUMBERING OF SECTIONS, CLARIFY THE DEFINITION OF FENCE, AND ADJUSTING THE USES ALLOWED IN THE GENERAL COMMERCIAL AND INDUSTRIAL AND MANUFACTURING-1 ZONE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Final Plat, and Reasoned Statement of Relevant Criteria and Standards, Fanning Addition, Division No. 2

Attached is the application for Final Plat, and Reasoned Statement of Relevant Criteria and Standards, Fanning Addition, Division No. 2. The Planning and Zoning Commission considered this item at its October 6, 2015, meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to accept the Final Plat for Fanning Addition, Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Marohn
Councilmember Hally
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fanning Addition, Division No. 2, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Parry
Councilmember Marohn
Councilmember Smith

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Councilmember Hally
Councilmember Ehardt

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Cach Estates, Division No. 1

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Cach Estates, Division No. 1. The Planning and Zoning Commission considered this item at its May 16, 2015, meeting and recommended approval with the condition that Lot #3 not have direct access to Holmes Avenue. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

After brief discussion regarding access areas, it was moved by Councilmember Parry, seconded by Councilmember Marohn, to accept the Development Agreement for Cach Estates, Division No. 1, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows:

Aye: Councilmember Hally
Councilmember Marohn
Councilmember Parry
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to accept the Final Plat for Cach Estates, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn
Councilmember Hally

Nay: None

It was moved by Councilmember Parry, seconded by Marohn, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Cach Estates, Division No.

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1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Hally
Councilmember Smith
Councilmember Ehardt
Councilmember Marohn
Councilmember Parry

Nay: None

Motion carried.

Municipal Services Department submitted the following items for Council consideration:

Mayor Casper introduced Pamela Alexander, the new Municipal Services Director, and expressed appreciation to Craig Rockwood, the retiring Municipal Services Director, for his years of service to the City.

MEMORANDUM

To: Honorable Mayor and City Council
From: Pamela Alexander, Municipal Services Director
Subject: Renewal of Microsoft Software and Support For 2015-2016 Fiscal Year

Municipal Services respectfully requests that the Mayor and Council authorize the renewal and support services for Microsoft Software and Annual Licensing fee from Dell Computer Corporation in the lump sum amount of \$133,596.37 from the State of Idaho Bid #SBP01388.

Councilmember Marohn stated this is an annual renewal agreement. Director Rockwood stated the City has a three (3)-year commitment for the agreement, this being the second year.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to authorize the renewal and support services for Microsoft Software and Annual Licensing fee from Dell Computer Corporation in the lump sum amount of \$133,596.37, and give authorization for Mayor and City Clerk to sign any necessary documents. Roll call as follows:

Aye: Councilmember Smith
Councilmember Hally
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council

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From: Pamela Alexander, Municipal Services Director
Subject: Bid IF-16-03 One (1) New Generation Step-Up Power Transformer

Attached for your consideration is the tabulation for the above subject bid. It is the recommendation of Municipal Services and of Idaho Falls Power to accept the lowest responsive responsible bid of Wenco, LLC to furnish a Vitzro Generation Step-up Transformer and spare parts for a lump sum amount of \$171,069.00.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive responsible bid of Wenco, LLC to furnish a Vitzro Generation Step-up Transformer and spare parts for a lump sum amount of \$171,069.00, and give authorization for Mayor and City Clerk to sign any necessary documents. Roll call as follows:

Aye: Councilmember Smith
Councilmember Marohn
Councilmember Ehardt
Councilmember Hally
Councilmember Parry

Nay: None

Motion carried.

Idaho Falls Airport submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig H. Davis, Airport Director
Subject: Construction Contract - TMC Contractors, Inc., Apron Expansion, Deice Pad and Employee Parking Lot Project FAA AIP Project No. 3-16-0018-040-2015

Attached for your consideration is a construction contract between the City of Idaho Falls and TMC Contractors, Inc. in the amount of \$2,384,000.00 for the Apron Expansion, Deice Pad and Employee Parking Lot Project. On August 13, 2015, Idaho Falls City Council approved the Notice to Award to TMC and on September 24, 2015, ratified the acceptance of FAA Grant #40 which provides funding at 93.75% with the remaining costs covered under Airport budgeted funds. Although the construction of this project will not commence until the spring of 2016, we are seeking contract execution at this time to allow the contractor time to begin work on detailed Federal Aviation Administration submittals and crushing of materials in preparation for the critical pavement work. The City Attorney has reviewed said contract. The Airport Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Councilmember Smith stated the construction for this project will be delayed until spring of 2016, due to weather conditions.

It was moved by Councilmember Smith, seconded by Councilmember Parry, to approve the contract with TMC Contractors, Inc. for the Apron Expansion, Deice Pad and Employee

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Parking Lot Project and authorize the Mayor and City Clerk to sign and execute said document. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Hally
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn at 8:08 p.m. which motion passed by unanimous vote.

CITY CLERK

MAYOR

NOVEMBER 30, 2015

The City Council of the City of Idaho Falls met in Special Council Meeting (City/Bonneville County), Monday, November 30, 2015, in the City Council Chambers located in the City Annex Building at 680 Park Avenue, Idaho Falls, Idaho, at 9:30 a.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Ed Marohn
Councilmember David Smith
Councilmember Barbara Ehardt
Councilmember Sharon Parry (arrived at 9:45)

Absent:

Councilmember Michael Lehto

Also present:

Roger Christensen, Bonneville County Commissioner
Dave Radford, Bonneville County Commissioner
Lee Staker, Bonneville County Commissioner
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Steve Serr, Bonneville County Planning and Zoning Director
Rory Hobbs, City of Iona Representative
Dave Hanneman, Fire Chief
Michelle Ziel-Dingman
Bryan Clark, The Post Register
Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 9:35 a.m. and turned the meeting to Director Cramer with the following agenda item:

Area of Impact (AOI) Kickoff Meeting:

Director Cramer stated the Local Land Use Planning Act gives direction for the legal process of negotiating the AOI. He indicated the current AOI project is anticipated to be a two (2) year process with a three (3) Phase work plan. The first part of the process states "the governing boards shall submit the questions to the Planning and Zoning Commission for recommendation. Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board". Public hearings will take place toward the end of the process. General discussion followed including specification of policies and ordinances applicable to the AOI. Mr. Serr stated Bonneville County ordinances have been modified for compatibility with City jurisdiction. Commissioner Christensen stated Area of Impact should allow for growth as well as the ability to service the extended capacities. Director Cramer stated the recommendations include the boundary line for the City Area of Impact, and what adjustments, if any, should be made to the County's comprehensive plans and ordinances affecting those areas within the Area of Impact which are located in the County.

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After brief discussion, it was moved by Commissioner Radford, seconded by Commissioner Christensen, to approve the documents presented including the timeline and submitted questions regarding the Area of Impact.

Aye: Commissioner Radford
Commissioner Christensen
Commissioner Staker

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the documents presented including the timeline and submitted questions regarding the Area of Impact. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Hally
Councilmember Smith
Councilmember Ehardt
Councilmember Parry

Nay: None

Motion carried.

Director Cramer stated the City and County Planning and Zoning Commissions, along with appropriate staff, will work together over the course of the next year to develop logical and reasoned recommendations. He stated the governing boards will then reconvene to consider recommendations for any required agreements/ordinances. It was recommended that Councilmembers abstain from attending Planning and Zoning Commission hearings.

There being no further business, it moved by Councilmember Smith, seconded by Councilmember Marohn, that the meeting adjourn at 10:10 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:

MEMORANDUM

DATE: December 3, 2015

TO: Mayor Casper

FROM: Randy Fife, City Attorney

RE: Ordinance to establish salaries, benefits, and other compensation

Because it appears that City Code sections 1-7-2; 1-8-3; and 3-1-9 may be unclear or not in conformance with Council expectations, the City Attorney's office proposes changes to the City Code as appear in the attached Ordinance. If the Ordinance is adopted, Council will continue to establish compensation of all employees, (including appointive officers) regarding salaries, benefits, and other compensation. The Mayor will continue to regulate, adjust, and administer salaries, benefits, and other compensations established by Council-approved ordinance (including the City's annual amended appropriation ordinance), by Council resolution, by Council-approved written collective bargaining agreement (where applicable), or by other Council-approved agreement. The proposed Ordinance recognizes and complies with statutory duties of the Council and Mayor and follows Idaho case law.

RECOMMENDED ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and 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, or reject the Ordinance).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 1, CHAPTERS 7 AND 8, AND TITLE 3, CHAPTER 1, TO CLARIFY ACTIONS BY COUNCIL AND MAYOR RELATIVE TO SALARIES, BENEFITS, AND OTHER COMPENSATION FOR CITY EMPLOYEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council has the authority to determine salary, compensation, and other benefits to be paid to certain City employees; and

WHEREAS, Idaho Falls City Code 1-7-2; 1-8-3; and 3-1-9 evince a desire on the part of the Council to make determinations regarding such salary, compensation, and other benefits; and

WHEREAS, the Council feels that longstanding practices relative to salary, compensation, and other benefits should be clarified in order to insure that relevant provisions of the Code are followed; and

WHEREAS, recognizing that the City's annual budget ordinance includes determinations regarding City employee salary, compensation, and other benefits following public debate, decision making, studies, recommendations, and input from many sources; and

WHEREAS, it is good governance to allow flexibility to establish salaries, benefits, and other compensation by ordinance (including the City's annual budget ordinance), specific resolution of the Council, written collective bargaining agreement (for those employees who are members of collecting bargaining units) or other agreement, as necessary; and

WHEREAS, it is the desire of the Council to exercise its responsibility and authority over City employee salary, compensation, and benefits in a manner that is practical and flexible, as shown by these City Code amendments; and

WHEREAS, the Council wishes to retain its power and duties delegated under the general laws of the State of Idaho (including Idaho Code § 50-701) while delegating authority to the Mayor that recognizes the mayor's powers, prerogatives, and authority granted to that office under Idaho Code § 50-607; and

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

SECTION 1. Title 1, Chapter 7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-7-1: APPOINTMENT: The Mayor shall, subject to confirmation by the Council, appoint a city clerk, treasurer, city attorney, physician and such other appointive officers deemed necessary for

the efficient operation of the City. The Mayor may suspend or remove any person from an appointive office, subject to the confirming vote of a majority of the Council, and the Council may, by unanimous vote without the Mayor's concurrence, suspend or remove such officers.

~~1-7-2: COMPENSATION: The Council shall determine the compensation and benefits to be paid or given to all appointive officers.~~

1-7-32: DUTIES: All appointed officers shall have such duties as may be prescribed by ordinance or by a written agreement approved by the Council.

1-7-43: BONDS: No bond shall be required of any appointive officer except as expressly required by this Code.

1-7-54: PERSONNEL POLICY AND CODE OF CONDUCT: All full-time appointive officers shall be subject to the City Personnel Policy and Code of Conduct.

1-7-65: REPORTS AND ACCOUNTS: The Mayor and City Council may require any appointive officer to exhibit his or her accounts, papers or other documents and to make written reports pertaining to his or her office.

SECTION 2. Title 1, Chapter 8, Section 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-8-3: COMPENSATION: ~~SALARIES AND CLASSIFICATION:~~ All employees, including appointive officers, shall receive such salaries, benefits, and other compensation as may be as determined by the Council, ~~or as set forth in the classification and pay grade schedule policy and procedure adopted by ordinance (including the City's annual amended appropriation ordinance), or resolution, of the Council. Unclassified officers or employees shall be paid such salaries and benefits as may be determined by a written collective bargaining agreement, or other agreement, approved by the Council.~~

SECTION 3. Title 3, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, shall hereby be amended as follows:

...

~~3-1-9: COMPENSATION: The compensation of the Chief of Police and all officers of the Police Department shall be determined by the Council.~~

3-1-109: REMOVAL OF POLICE OFFICERS: Any officer who neglects or refuses to report any violation of law by any other officer of the police force, or who fails to observe the rules or regulations of the Police Division or the Civil Service Commission, may be removed from office. Such removal shall be in accordance with the Civil Service laws, ordinances, and rules and regulations.

3-1-140: ARRESTS: A police officer may make an arrest in obedience to a warrant of arrest delivered to him, or may, without a warrant, arrest a person as permitted by Idaho Code Section 19-603 or in any other manner allowed by the laws and Constitution of the State of Idaho.

3-1-121: DUTIES OF CHIEF REGARDING UNLICENSED BUSINESSES: The Chief of Police shall enforce all laws and ordinances pertaining to the licensing of any business, occupation or enterprise in the City.

3-1-132: OATH OF OFFICERS: The Chief of Police and every police officer before entering upon his or her duties shall subscribe to the official oath set forth in Chapter 9, Title 1 of this Code.

3-1-143: OUTSIDE EMPLOYMENT: No member of the Police Department shall engage in any other employment or undertaking which will interfere with the performance of his or her duties or which will bring disrespect upon the City or the Department. Before engaging in any outside employment or undertaking, all members of the Department shall obtain the written approval of the Chief of Police.

3-1-154: APPOINTMENT OF SPECIAL POLICE OFFICERS: The Mayor may appoint special police officers to serve during a limited period and they shall conform to all of the rules and regulations as regular police officers, except that they need not be in uniform. Upon such appointment and their subscription to the official oath, such special officers shall have all authority to act as peace officers, under the provisions of this Chapter, provided, however, in no event shall such appointment be for a period greater than one (1) year.

3-1-165: UNCLAIMED PERSONAL PROPERTY: The Chief of Police and officers of the Department may take possession of any automobile, bicycle, wagon or other conveyance, machine, implement or other item of personal property found deserted and unclaimed for a period of twenty four (24) hours upon the streets or public property of the City. The Chief of Police and any officer of the Police Department may take possession of any real personal property left or found upon private property when the ownership is unknown, when requested to do so by the owner of such real property.

3-1-176: RECORD OF UNCLAIMED PROPERTY: All unclaimed property taken into possession shall be listed in a book with the following information:

(A) Place where found or taken possession of;

(B) Description of the article;

(C) Name of officer taking possession of the article;

(D) Date of taking possession;

(E) The identity, address and telephone number of the person reporting the property as abandoned.

3-1-187: ADVERTISEMENT AND SALE OF UNCLAIMED PROPERTY:

(A) Duty to Advertise and Sell: The Chief of Police may advertise and sell at public auction any unclaimed article of personal property but only if any unclaimed bicycle has been held for a period of at least ninety (90) days, any unclaimed personal property with a fair market value of less than twenty five dollars (\$25.00) has been held for a period of at least thirty (30) days, and any other unclaimed personal property has been held for a period of at least six (6) months. Such sales shall be in accordance with the provisions of this Chapter.

(B) Notice of Sale: A Notice of Sale shall be published at least once a week for not less than two (2) consecutive weeks in the official newspaper, with the second publication being not less than five (5) nor more than ten (10) days before the date of the sale. Whenever the Police Department knows the name and address of the owner or other person entitled to possession of any article to be sold at such sale, a copy of the notice of sale shall also be mailed to such owner or other person entitled to possession at his or her last known address, postage prepaid, at least five (5) days prior to such sale.

(C) Conduct of Sale: The sale shall be by public auction for cash, lawful money of the United States of America. The Chief of Police may determine the number of items to be sold at the sale and may determine whether these items are sold singly or in lots. The Chief of Police, upon request, shall give or cause to be given a bill of sale to the highest bidder upon payment of the amount bid. All goods shall be sold as is and without warranty of title, merchantability, fitness, or other express or implied warranty of any kind or nature.

(D) Proceeds: The proceeds of sale shall be applied first to all costs assessed or incurred against the personal property so sold including any storage charges and expenses of sale incurred by the City Clerk and the Police Department, and the balance of such proceeds, if any, shall be deposited in a separate fund with the City Treasurer for a period of one (1) year from the date of sale. Any person claiming title to, or ownership of, such proceeds by reason of ownership of such personal property at the time of sale shall make written application therefor to the Police Department. If satisfactory proof of such title or ownership is furnished within one (1) year of the receipt of such proceeds, then the proceeds shall be delivered to the claimant. If no claim and proof is made before the expiration of one (1) year from the date of the receipt of the proceeds, the same shall be credited to the general fund of the City, and no claim therefor shall be thereafter considered.

3-1-198: REIMBURSEMENT TO OWNER: If the owner of any article held under the provisions of this Chapter, appears prior to the time of such sale and makes proper proof of ownership, the Chief of Police shall deliver possession thereof to the owner upon payment of any storage costs therefor. The Chief of Police shall from time to time prepare a uniform schedule of reasonable storage charges for such articles, which schedule shall be filed with the City Clerk and at the office of the Police Department.

3-1-2019: EXTRATERRITORIAL POWERS: All police officers may exercise, to the fullest extent permitted by law, all extraterritorial authority conferred upon them pursuant to Idaho

Code Section 67-2337, may make arrests and issue citations while in fresh pursuit of any person who has violated any state law or City ordinance, and shall aid and assist the Mayor in enforcing any extraterritorial powers or authority as set forth in this Code.

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. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. 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 7. 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 _____, 2015.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 1, CHAPTERS 7 AND 8, AND TITLE 3, CHAPTER 1, TO CLARIFY ACTIONS BY COUNCIL AND MAYOR RELATIVE TO SALARIES, BENEFITS, AND OTHER COMPENSATION FOR CITY EMPLOYEES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

November 24, 2015

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
SUBJECT: Bid IF-16-F, Ammunition

It is the recommendation of the Police and the Municipal Services Departments to piggyback the State of Idaho Contract #SBPO1390-02 with Salt Lake Wholesale Sports. The supplier will furnish the annual rifle and pistol ammunition for a lump sum amount of \$51,883.92. Last fiscal year the Police Department expended a total of \$58,949.66 for ammunition.

Respectfully,

Pamela Alexander
Municipal Services Director

Chandra Witt
General Services Administrator

Heidi Carlson
Purchasing Agent

PURCHASE REQUISITION NBR: 0000054963

REQUISITION BY: LHOIDEN/JCAMLEY

STATUS: BUYER PROCESSING
REASON: AMMUNITION PURCHASE FOR POLICE OFFICERS

DATE: 11/16/15

SHIP TO LOCATION: POLICE DEPARTMENT

SUGGESTED VENDOR: 943 SALT LAKE WHOLESALE SPORTS

DELIVER BY DATE: 11/16/15

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AMMUNITION, 45 AUTO CALIBER, 230 GRAIN, TOTAL METAL JACKET, SPEER LAMMAN BRASS CASE CENTERFIRE 1,000 ROUNDS PER CASE, ITEM #53653 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	30.00	CS	289.9000	8697.00	
2	AMMUNITION, 9MM LUGER CALIBER, 124 GRAIN, TOTAL METAL JACKET, SPEER LAMMAN BRASS CASE CENTERFIRE 1,000 ROUNDS PER CASE, ITEM #53651 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	51.00	CS	209.9500	10707.95	
3	AMMUNITION, 45 AUTO CALIBER, 230 GRAIN, GOLD DOT HOLLOW POINT, SPEER HIGH PERFORMANCE CENTERFIRE 1,000 ROUNDS PER CASE, ITEM #53966 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	2.00	CS	479.6600	959.32	
4	AMMUNITION, 9MM LUGER CALIBER, 124 GRAIN, GOLD DOT HOLLOW POINT, SPEER HIGH PERFORMANCE CENTERFIRE, 1,000 ROUNDS PER CASE, ITEM #53618 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	3.00	CS	413.8800	1241.54	
5	AMMUNITION, 5.56 X 45 MM CALIBER, 55 GRAIN FEDERAL, FULL METAL JACKET BOAT TAIL 500 ROUNDS PER CASE, ITEM #XM193P COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	111.00	CS	198.9000	22077.90	
6	AMMUNITION, 5.56 X 45 MM CALIBER, 55 GRAIN, GOLD DOT SOFT POINT, SPEER HIGH PERFORMANCE RIFLE 500 ROUNDS PER CASE, ITEM #24446 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	15.00	CS	319.9000	4798.50	
7	AMMUNITION, 308 WINCHESTER, 168 GRAIN, SIERRA MATCHING BOAT TAIL HOLLOW POINT, GOLD METAL RIFLE, 500 ROUNDS PER CASE, ITEM #GM308NM500 COMMODITY: POLICE EQUIP & SUPPLIES SUBCOMMOD: AMMUNITION	8.00	CS	425.2000	3401.60	

REQUISITION TOTAL: 51883.92

LINE # ACCOUNT

ACCOUNT INFORMATION

PROJECT

\$

AMOUNT



C.L. "Butch" OTTER

Governor

D. KEITH REYNOLDS

Acting Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208-327-7320

www.idaho.gov

May 6, 2015

Salt Lake Wholesale Sports

Attn: Larry Mitchell

VIA E-MAIL TRANSMISSION

slw@qwest.net

RE: Extension of Contract SBPO1390, a Contract for Practice Ammunition for various State of Idaho Agencies, Institutions, and Departments
Expiring July 5, 2015

The State of Idaho would like to extend the above referenced contract for a period of One (1) Year.

The contract extension period is July 6, 2015 to July 5, 2016. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: ☒ YES ☐ NO

COMPANY: Salt Lake Wholesale Sports

BY: [Signature]
(Signature)

Jordan Mitchell
(Printed Name)

Date: 7/2/2015

UPDATED CONTACT INFORMATION for SBPO1390:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO1390
Account Number: AC-1
Revision Number: 02
Change Order Date: July 2, 2015
Service Start Date: July 6, 2015
Service End Date: July 5, 2016
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ronald Mitchell
 SALT LAKE WHOLESALE SPORTS
 3331 South 300 West
 Salt Lake City, UT 84115
Phone: 801 485-4867
Fax: 801 485-7873
Email: slw@qwest.net

Buyer Contact

Jason Urquhart
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

SBPO1390, Practice Ammunition for Various State of Idaho Agencies, Institutions and Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Upon the Service Start Date of the renewal period (see above), SBPO1390 is modified (amended) as follows (#1 directly below):

1. The current pricing for contract SBPO1390, which was incorporated as part of SBPO1390-02 (see the document with the document file name "Agreement to Renew.pdf"), is hereby superseded by the pricing found in the attached document with the document file name "Idaho Ammunition Pricing 2015-2016.pdf".

Contract History:

Contract Initial period: 7/6/12 - 7/5/13. Estimated annual amount: \$225,972.30.
 Contract first renewal period: 7/6/13 - 7/5/14. Estimated annual amount: \$270,000.00.
 Contract second renewal period: 7/6/14 - 7/5/15. Estimated annual amount: \$270,000.00.
 Contract third renewal period: 7/6/15 - 7/5/16. Estimated annual amount: \$500,000.00.
 Total estimated contract value: \$1,265,972.30.

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
68004	1	0	ANN	\$500,000.00	\$500,000.00
Item Description	#2				
	Contract renewal period: July 6, 2015 through July 5, 2016.				
	P				
Delivery Date:	July 3, 2015				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					
Sub-Total (USD)					\$500,000.00
Estimated Tax (USD)					\$0.00
TOTAL: (USD)					\$500,000.00

Note: If there is a ⬇ next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By: Jason R. Urquhart



SALT LAKE WHOLESALE SPORTS

3331 S. 300 WEST SALT LAKE CITY, UT 84115

(801) 485-4867 / TOLL FREE (800) 248-4867

FAX (801) 485-7873 / EMAIL: SLW@QWEST.NET

WWW.SALTLAKEWHOLESALESPORTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
77 GR. Sierra MatchKing BTHP	200	GM223M3	\$174.80
223 REM. (5.56x45mm)			
69 GR. Sierra MatchKing BTHP	500	GM223M500	\$415.20
308 WIN (7.62x51mm)			
168 GR. Sierra MatchKing BTHP	200	GM308M	\$180.74
175 GR. Sierra MatchKing BTHP	200	GM308M2	\$276.26
308 WIN (7.62x51mm)			
168 GR. Sierra MatchKing BTHP	500	GM308M500	\$425.20
30-06 SPRINGFIELD (7.62x63mm)			
168 GR. Sierra MatchKing BTHP	200	GM3006M	\$286.40
300 WIN MAGNUM			
190 GR. Sierra MatchKing BTHP	200	GM300WM	\$384.82
7.62 X 51			
175 Gr. Sierra BTHP	500	GM762M2	\$529.96
AMERICAN EAGLE RIFLE			
223 REM. (5.56x45mm)			
50 GR. JHP	500	AE223G	\$266.70
55 GR. FMJ Boat Tail	500	AE223	\$198.90
62 GR. FMJ Boat Tail	500	AE223N	\$238.36
30 CARBINE (7.62x33MM)			
110 GR. FMJ	500	AE30CB	\$229.59
7.62x39 SOVIET			
124 GR. FMJ	500	A76239A	\$299.74
308 WIN (7.62x51mm)			
150 GR. FMJ Boat Tail	500	AE308D	\$312.80
30-06 SPRINGFIELD (7.62x63mm)			
150 GR. FMJ Boat Tail	500	AE3006N	\$357.56
FEDERAL RIFLE			
5.56X45MM			
55 GR. FMJ Boat Tail	500	XM193F	\$198.90
5.56X45MM			
55 GR. FMJ Boat Tail - Clipped	900	XM193AF	\$364.60
5.56X45MM ** Shipped in pallet qty only			
55 GR. FMJ Boat Tail - Bulk	1000	XM193BK	\$379.50
FEDERAL DOOR BREACH LOAD			
12 GA, 2-3/4" MAX.			
1 3/8 Ounce Frangible Door Breach Slug	25	LE132 DB	\$89.90
TACTICAL BUCKSHOT			
12 GA, 2-3/4" MAX.			



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 FAX (801) 485-7873 / EMAIL: SLW@QWEST.NET
 WWW.SALTLAKEWHOLESALESPORTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
8 Plts - 000 Buck	250	LE132 000	\$145.15
8 Plts - 00 Buck	250	LE133 00	\$123.73
9 Plts - 00 Buck	250	LE132 00	\$123.73
9 Plts - 00 Buck	250	LE127 00	\$123.73
CLASSIC BUCKSHOT			
12 GA, 2-3/4" MAX.			
8 Plts - 000 Buck	250	F127 000	\$175.41
9 Plts - 00 Buck	250	F127 00	\$128.43
12 GA, 2-3/4" MAGNUM			
12 Plts - 00 Buck	250	F130 00	\$204.20
TACTICAL RIFLED SLUGS			
12 GA, 2-3/4" MAX.			
1 Ounce Hydra-Shok HP	250	LE127 RS	\$122.53
1 Ounce Ball Slug	250	LEB127 RS	\$136.48
1 Ounce Slug Low Recoil	250	LEB127 LRS	\$136.48
1 Ounce Slug	250	LEF127 RS	\$136.48
CLASSIC RIFLED SLUGS			
12 GA, 2-3/4" MAX.			
1 Ounce HP	250	F127 RS	\$128.43
12 GA, 2-3/4" MAGNUM			
1-1/4 Ounce HP	250	F130 RS	\$212.29
TOP GUN SHOTGUN			
12 GA, 2-3/4" MAX.			
1 1/8 oz. 2 3/4 de. #7 1/2 Shot	250	TGL12 7	\$61.90
1 1/8 oz. 2 3/4 de. #8 Shot	250	TGL12 8	\$61.90
1 1/8 oz. 3 de. #7 1/2 Shot	250	TG12 7	\$66.90
1 1/8 oz. 3 de. #8 Shot	250	TG12 8	\$66.90
AMERICAN EAGLE RIMFIRE			
22 Long Rifle			
40 grain Solid HV	5000	AE5022	\$187.50



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PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION			
25 AUTO (20 ct. box/500 rounds per case)			
35 GR. GDHP (20 ct.)	500	23602	\$298.21
32 AUTO (20 ct. box/500 rounds per case)			
60 GR. GDHP (20 ct.)	500	23604	\$306.29
380 AUTO (50 ct. box/1000 rounds per case)			
90 GR. GDHP (50 ct.)	1000	53606	\$571.86
327 FEDERAL MAGNUM (20 ct. box/500 rounds per case)			
115 GR. GDHP (20 ct.)	500	23914	\$413.88
9mm LUGER (50 ct. box/1000 rounds per case)			
115 GR. GDHP (50 ct.)	1000	53614	\$413.88
124 GR. GDHP (50 ct.)	1000	53618	\$413.88
147 GR. GDHP (50 ct.)	1000	53619	\$413.88
9mm +P LUGER (50 ct. box/1000 rounds per case)			
115 GR. GDHP +P (50 ct.)	1000	53612	\$413.88
124 GR. GDHP +P (50 ct.)	1000	53617	\$413.88
38 SPECIAL (50 ct. box/1000 rounds per case)			
125 GR. GDHP	1000	53722	\$413.88
38 SPECIAL +P (50 ct. box/1000 rounds per case)			
125 GR. GDHP +P (50 ct.)	1000	53720	\$413.88
357 SIG (50 ct. box/1000 rounds per case)			
125 GR. GDHP - LP (50 ct.)	1000	53918	\$443.47
125 GR. GDHP (50 ct.)	1000	54234	\$443.47
357 MAGNUM (50 ct. box/1000 rounds per case)			
125 GR. GDHP (50 ct.)	1000	53920	\$797.89
158 GR. GDHP (50 ct.)	1000	53960	\$797.89
40 S & W (50 ct. box/1000 rounds per case)			
155 GR. GDHP (50 ct.)	1000	53961	\$446.28
165 GR. GDHP (50 ct.)	1000	53970	\$446.28
165 GR. GDHP LEO (50 ct.)	1000	53949	\$474.40
180 GR. GDHP (50 ct.)	1000	53962	\$446.28
44 S & W (20 ct. box/500 rounds per case)			
200 GR. GDHP	500	23980	\$546.62
45 AUTO (50 ct. box/1000 rounds per case)			
185 GR. GDHP (50 ct.)	1000	53964	\$479.66
200 GR. GDHP +P (50 ct.)	1000	53969	\$479.66
230 GR. GDHP (50 ct.)	1000	53966	\$479.66
45 GAP (50 ct. box/1000 rounds per case)			
185 GR. GDHP (50 ct.)	1000	53977	\$479.66
200 GR. GDHP (50 ct.)	1000	53978	\$479.66

Idaho State Contract Pricing July 2013 - July 2014



SALT LAKE WHOLESALE SPORTS

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FAX (801) 485-7873 / EMAIL: SLW@QWEST.NET

WWW.SALTLAKEWHOLESALESPTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE SHORT BARREL AMMUNITION			
9mm LUGER (20 ct. box/500 rounds per case)			
124 GR. GDHP (20 ct.)	500	23611	\$429.53
38 SPECIAL +P (50 ct. box/1000 rounds per case)			
135 GR. GDHP +P (50 ct.)	1000	53921	\$413.88
357 MAGNUM (20 ct. box/500 rounds per case)			
135 GR. GDHP (20 ct.)	500	23917	\$497.00
40 S & W (20 ct. box/500 rounds per case)			
180 GR. GDHP (20 ct.)	500	23974	\$494.73
44 MAGNUM (20 ct. box/500 rounds per case)			
200 GR. GDHP (20 ct.)	500	23971	\$550.96
45 AUTO (20 ct. box/500 rounds per case)			
230 GR. GDHP (20 ct.)	500	23975	\$505.99
SPEER GOLD DOT HIGH-PERFORMANCE RIFLE AMMUNITION			
223 REM (5.56X45MM) (20 ct. box/500 rounds per case)			
55 GR. GDSP (20 ct.)	500	24446	\$319.90
64 GR. GDSP (20 ct.)	500	24448	\$319.90
30 CARBINE (20 ct. box/500 rounds per case)			
110 GR. GD (20 ct.)	500	24460	\$369.00
308 WIN (7.62X33MM) (20 ct. box/500 rounds per case)			
150 GR. GDSP (20 ct.)	500	24457	\$408.18
168 GR. GDSP (20 ct.)	500	24458	\$408.18
SPEER LAWMAN RIFLE AMMUNITION			
5.56 (5.56X45MM) (20 ct. box/500 rounds per case)			
55 GR. FMJ (20 ct.)	500	24459	\$198.90
SPEER LAWMAN RHT RIFLE AMMUNITION			
223 REM (5.56X45MM) (20 ct. box/500 rounds per case)			
55 GR. RHT (20 ct.)	500	24603	\$460.27
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE DIVE AMMUNITION			
9MM LUGER SOC (50 ct. box/1000 rounds per case)			
124 GR. GDHP (50 ct.)	1000	55036	\$413.88
BLAZER CLEAN-FIRE CENTERFIRE AMMUNITION			
9mm LUGER (50 ct. box/1000 rounds per case)			
124 GR. TMJ	1000	3460	\$228.79
147 GR. TMJ	1000	3462	\$228.79
38 SPECIAL+P (50 ct. box/1000 rounds per case)			
158 GR. TMJ +P	1000	3475	\$208.86
40 S & W (50 ct. box/1000 rounds per case)			
180 GR. TMJ	1000	3477	\$243.20



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 WWW.SALTLAKEWHOLESALESPORTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
45 AUTO (50 ct. box/1000 rounds per case)			
230 GR. TMJ	1000	3480	\$274.59
SPEER LAWMAN CLEAN-FIRE BRASS CASE CENTERFIRE AMMUNITION			
9mm LUGER (50 ct. box/1000 rounds per case)			
124 GR. TMJ CF	1000	53824	\$249.63
147 GR. TMJ CF	1000	53826	\$249.63
38 SPECIAL (50 ct. box/1000 rounds per case)			
158 GR. TMJ CF	1000	53899	\$239.67
158 GR. TMJ CF +P	1000	53833	\$239.67
357 SIG (50 ct. box/1000 rounds per case)			
125 GR. TMJ CF	1000	54232	\$282.23
40 S & W (50 ct. box/1000 rounds per case)			
165 GR. TMJ CF	1000	53954	\$294.02
180 GR. TMJ CF	1000	53880	\$294.02
45 AUTO (50 ct. box/1000 rounds per case)			
230 GR. TMJ CF	1000	53885	\$332.64
SPEER LAWMAN RHT CENTERFIRE AMMUNITION			
Non-Toxic Reduced Hazard Training(50 ct. box/1000 rounds per case)			
9mm LUGER (50 ct. box/1000 rounds per case)			
9mm Luger 100 GR.	1000	53365	\$399.38
357 SIG (50 ct. box/1000 rounds per case)			
357 SIG - 100 GR.	1000	53368	\$440.15
40 S & W (50 ct. box/1000 rounds per case)			
40 S&W 125 GR.	1000	53375	\$440.15
45 AUTO (50 ct. box/1000 rounds per case)			
45 Auto 155 GR.	1000	53395	\$460.52
BLAZER CENTERFIRE AMMUNITION			
25 AUTO (50 ct. box/1000 rounds per case)			
50 GR. TMJ	1000	3501	\$215.52
32 AUTO (50 ct. box/1000 rounds per case)			
71 GR. TMJ	1000	3503	\$309.44
380 AUTO (50 ct. box/1000 rounds per case)			
95 GR. TMJ	1000	3505	\$231.38
90 GR. HP	1000	3504	\$232.26
9 X 18MM MAKAROV (50 ct. box/1000 rounds per case)			
95 GR. TMJ	1000	3506	\$274.55
9 mm LUGER (50 ct. box/1000 rounds per case)			
115 GR. TMJ	1000	3510	\$212.90
124 GR. TMJ	1000	3579	\$215.79



SALT LAKE WHOLESALE SPORTS

3331 S. 300 WEST SALT LAKE CITY, UT 84115

(801) 485-4867 / TOLL FREE (800) 248-4867

FAX (801) 485-7873 / EMAIL: SLW@QWEST.NET

WWW.SALTLAKEWHOLESALESPTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
147 GR. TMJ	1000	3582	\$215.79
38 SPECIAL +P (50 ct. box/1000 rounds per case)			
125 GR. JHP +P	1000	3514	\$265.19
158 GR. TMJ +P	1000	3519	\$265.19
38 SPECIAL (50 ct. box/1000 rounds per case)			
148 GR. HBWC	1000	3517	\$289.59
158 GR. LRN	1000	3522	\$249.65
357 MAGNUM (50 ct. box/1000 rounds per case)			
158 GR. JHP	1000	3542	\$318.09
40 S & W (50 ct. box/1000 rounds per case)			
155 GR. TMJ	1000	3587	\$237.60
155 GR. JHP	1000	3588	\$429.72
165 GR. TMJ	1000	3589	\$237.60
180 GR. TMJ	1000	3592	\$239.70
180 GR. JHP	1000	3590	\$451.21
10 mm AUTO (50 ct. box/1000 rounds per case)			
200 GR. TMJ	1000	3597	\$372.77
44 SPECIAL(50 ct. box/1000 rounds per case)			
200 GR. JHP	1000	3556	\$452.28
44 MAGNUM(50 ct. box/1000 rounds per case)			
240 GR. JHP	1000	3564	\$496.20
45 AUTO(50 ct. box/1000 rounds per case)			
230 GR. TMJ	1000	3571	\$299.60
45 COLT (50 ct. box/1000 rounds per case)			
200 GR. JHP	1000	3584	\$516.68
BLAZER BRASS CASE CENTERFIRE AMMUNITION			
9 mm LUGER (50 ct. box/1000 rounds per case)			
115 GR. FMJ	1000	5200	\$223.62
380 AUTO (50 ct. box/1000 rounds per case)			
95 GR. FMJ	1000	5202	\$260.87
40 S & W (50 ct. box/1000 rounds per case)			
165 GR. FMJ	1000	5210	\$320.59
180 GR. FMJ	1000	5220	\$320.59
45 AUTO(50 ct. box/1000 rounds per case)			
230 GR. FMJ	1000	5230	\$393.81
SPEER LAWMAN BRASS CASE CENTERFIRE AMMUNITION			
25 AUTO (50 ct. box/1000 rounds per case)			
50 GR. TMJ	1000	53607	\$300.82
32 AUTO (50 ct. box/1000 rounds per case)			
71 GR. TMJ	1000	53632	\$323.89



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 WWW.SALTLAKEWHOLESALESPORTS.COM

PRODUCT DESCRIPTION	Rds / Case	PART #	Contract Pricing
380 AUTO (50 ct. box/1000 rounds per case)			
95 GR. TMJ	1000	53608	\$287.86
9 MM LUGER (50 ct. box/1000 rounds per case)			
115 GR. TMJ	1000	53650	\$209.96
124 GR. TMJ	1000	53651	\$209.96
147 GR. TMJ	1000	53620	\$225.71
38 SPECIAL (50 ct. box/1000 rounds per case)			
125 GR. TMJ	1000	53733	\$237.99
135 GR. TMJ	1000	53757	\$237.99
158 GR. +P TMJ	1000	53750	\$237.99
357 SIG (50 ct. box/1000 rounds per case)			
125 GR. TMJ	1000	53919	\$279.16
40 S & W (50 ct. box/1000 rounds per case)			
155 GR. TMJ	1000	53957	\$249.25
165 GR. TMJ	1000	53955	\$249.25
165 GR. TMJ LOW VELOCITY	1000	53981	\$265.85
180 GR. TMJ	1000	53652	\$249.95
45 AUTO (50 ct. box/1000 rounds per case)			
185 GR. TMJ	1000	53654	\$292.21
200 GR. +P TMJ	1000	53656	\$292.21
230 GR. TMJ	1000	53653	\$289.90
45 GAP (50 ct. box/1000 rounds per case)			
185 GR. TMJ	1000	53979	\$322.50
200 GR. TMJ	1000	53980	\$322.50
LAWMAN SHOTSHELL AMMUNITION			
12 Gauge(250 Rounds Per Case)			
8 Plt 00 Buck	250	57800	\$118.41
27 Plt #4 Buck	250	57821	\$119.83
#8 Shot Target Load	250	57816	\$75.23
1 ounce Rifled Slug	250	57805	\$119.94
CCI RIMFIRE			
22 Rimfire (Case quantities listed individually)			
22 LR HS MINI BAG	5000	0030	\$299.88
22 LR HP MINI BAG	5000	0031	\$324.85
22 LR STINGER Hollow Point	5000	0050	\$545.80
22 LR PISTOL MATCH	5000	0051	\$779.52



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

December 2, 2015

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
SUBJECT: Bid IF-16-G, Storage System for Data Backup

It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contract #PADD16200012 with Advanced Systems Group to purchase hardware, licenses and support for additional data storage system for a lump sum amount of \$60,385.22. This purchase is recommended by the Information Technology Division to ensure there is sufficient storage system capacity for all city technology data.

Respectfully,

Pamela Alexander
Municipal Services Director

Chandra Witt
General Services Administrator

Heidi Carlson
Purchasing Agent

QUOTATION

Confidential - for ASG customer use only


ADVANCED SYSTEMS GROUP
 www.virtual.com

 DENVER PHOENIX SAN DIEGO SALT LAKE CITY BOISE
 SEATTLE LOS ANGELES PORTLAND HOUSTON
 BATON ROUGE OKLAHOMA CITY

Corporate Office: 12405 Grant St. Thornton, CO 80241

 To: **Joseph Nilsson**
 Account: **CITY OF IDAHO FALLS**
 Phone: **208-612-8100**
 Email: **JNilsson@idahofallsidaho.gov**
 Project: **Data Domain – 61TB Usable Storage**
State of Idaho EMC NASPO Contract Number:
PADD 16200012

PO Fax #: 866-572-5273

 Prepared By: **Katie Schweger**
 Email: **KSchweger@virtual.com**
 Office: **(303) 301-3050**
 Mobile:

 Account Manager: **Pam Massey**
 Email: **pmassey@virtual.com**
 Office: **(208) 333-7044**
 Mobile Phone: **(208) 871-7441**
Quote #: **QUO-71545-0DG31Q**Version: **2**Date: **11/17/2015**Expires On: **12/11/2015**

	Product Number	Prod. Description	Qty	List Price	Unit Net	Line Total
1	DD2500	SYSTEM,DD2500,NFS,CIFS	1	\$0.00	\$0.00	\$0.00
① 2	DD2500-1E45	SYSTEM,DD2500+1ES45 SAS,81TB,NFS,CIFS	1	71,450.00	20,025.29	20,025.29
3	DD2500-36TB-B	SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS	1	0.00	0.00	0.00
4	C-ES30-45S-B	OPTION,ES30 SHELF,15X3TB SAS HDD	1	0.00	0.00	0.00
5	L-XCAP2500-B	LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1	0.00	0.00	0.00
6	C-2500-AES-B	OPTION,DD2500 ADD ES EXP KIT,DUAL PATH	1	0.00	0.00	0.00
7	C-FLDIN2500	OPTION,FIELD INSTALL KIT,DD2500	1	0.00	0.00	0.00
8	C-2500XMEM-B	OPTION,MEMKIT,DD2500,MORE THAN 66TB	1	0.00	0.00	0.00
9	DDOS-DOC-A3N	DDOS,DD OS,DOC,A3N=IA	1	0.00	0.00	0.00
2 10	PS-BAS-DD06	DD DDR WITH 1 TO 6 SHELVES	1	5,000.00	4,655.17	4,655.17
3 11	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)	1	23,587.00	6,620.69	6,620.69
4 12	M-ENHHWDD-M1	ENHANCED SYSTEM SUPPORT (DD)	1	19,292.00	5,440.23	5,440.23
5 13	L-BST-2500	LICENSE,BOOST,DD2500	1	4,000.00	1,122.99	1,122.99
6 14	L-DDOE-DD2500-36	LICENSE BASE DD OE DD2500-36=IA	1	15,000.00	4,210.35	4,210.35
7 15	L-DDOE-MCAP-ACT	LICENSE DD OE PER TB MID CAPACITY ACT=CB	45	1,450.00	406.90	18,310.50

Support Term 36 Months

Subtotal **\$60,385.22**Total **\$60,385.22****ASG Solution Partners**
 Oracle – Gold Hitachi Data Systems – Platinum Partner NetApp – Star Partner Cisco – Premier
 HP – Gold VMware – Premier Partner Dell – Premier Partner Check Point – 3 Star Partner
 Symantec – Silver IBM – Premier Brocade – Alliance Quantum – Premier
 Isilon SpectraLogic QLogic Veeam Nimble Storage ExtraHop Riverbed CommVault F5 Red Hat

 Price excludes tax/insurance/shipping. ASG terms apply to all purchase orders resulting from this quote unless
 ASG has previously negotiated terms. Per manufacturer policy products cannot be cancelled or returned.
Reference: <http://www.virtual.com/terms>



Data Domain for City of Idaho Falls

Why EMC Data Domain?

Data Domain Hardware

- Proven Technology (Since 2001)
- 65% Mkt Share Purpose Built Backup Appliance
- 70,000+ Installs
- Proven Dedupe Rates (average 20:1)
- Inline Data Verification (initial write)
- Continuous Fault Detection & Self-Healing (subsequent validity checks)
- Recovery/Access -> Verification
- Client & Global Dedupe (DD BOOST)
- 10X faster synthetic full backup creation
- Up to 50% faster backup performance
- Up to 10x faster performances during Backup Copy jobs

DD 2500 Hardware

- Multi Core Processor
- Dual Disk Parity RAID 6
- 2U, 19-Inch, Rack Mountable
- (1) 2-Port 1Gb/s Ethernet port
- (1) 2Port 10Gb/BaseT Ethernet Port
- 64 GB of Memory & NVRAM
- 81 TB RAW Capacity - ~61TB Usable
- ~1.2PB's of Logical Storage given average data reduction ratios

Software

- Data Domain Operating System
- DD BOOST-enabling client side deduplication
- DD Replication-Post Dedupe Replication
- Global Deduplication & Compression
- Data Invulnerability Architecture:
 - End-to-end verification
 - Fault detection and self-healing
 - File system recoverability
- E-mail alerts
- File protocols or virtual tape library

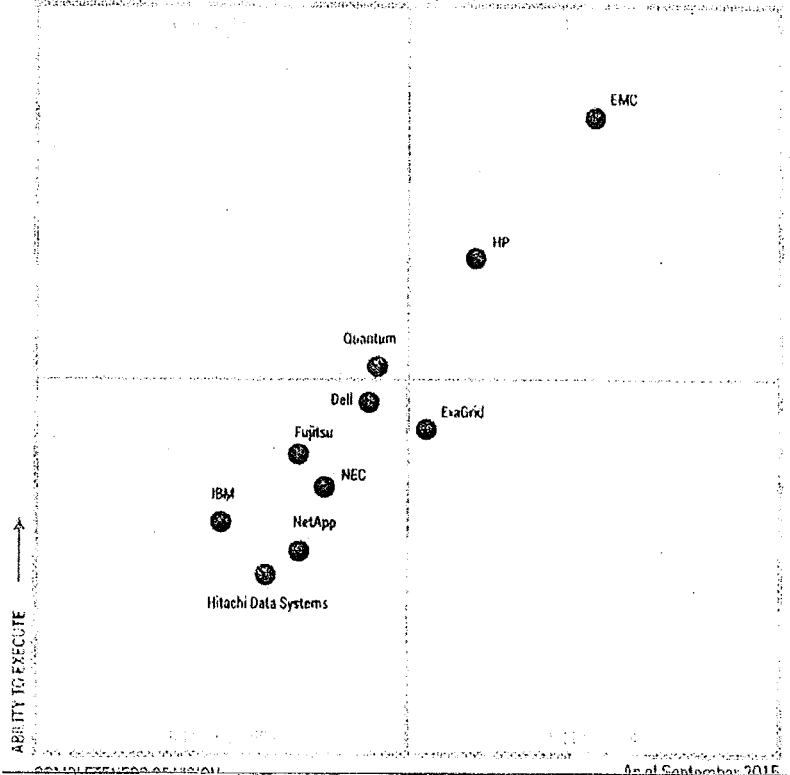
Maintenance & Warranty Support

- 36 Months Premium Hardware and Software Support
- Installation and implementation Services



Magic Quadrant

Figure 1. Magic Quadrant for Deduplication Backup Target Appliances



Financial Overview

List Price: \$210,980

EMC Discount: (\$125,980)

Q4 Discount: (\$25,000)

Final Price: \$60,000

Dell Authorized Contract Resellers for NASPO

Idaho

The following Resellers are authorized to accept orders and payments for Dell under the terms and conditions of the NASPO Participating Addendum for Idaho:

Reseller	Address	Point of Contact	Email/Phone
Advanced Systems Group Right Systems, Inc.	12405 Grant St, Denver, CO 80241	Chris Morean	CMorean@virtual.com ; 303-301-3051
	2600 Willamette Dr NE Suite C Lacey, WA 98516	Terry Aoki	Taoki@rightsys.com 360-402-6599

Revised October, 2015

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16200012**Account Number:** AC-1**Revision Number:** 01**Change Order Date:** July 9, 2015**Service Start Date:** July 9, 2015**Service End Date:** March 31, 2017**Payment Method:** Invoice**Payment Terms:** NET30**Currency:** USD**FOB Instruction:** Destination**Attachment(s):** PADD16200012 Dell - Computer Equipment.pdf :Signed PADD Document
ChangeLog.htm :Purchase Order Change

Supplier

Amanda Hudson
DELL MARKETING LP
ONE DELL WAY RR8 BOX 8706
ROUND ROCK, TX 78682
Phone: 800 981-3355**Fax:** 512 283-6161**Email:** amanda_hudson@dell.com

Buyer Contact

Shawna West
Tel: 208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions


PADD16200012 Change Order 1

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-108. This administrative change is to attach the PADD document.


Original PADD: 07/09/15-03/31/17 \$21,000,000.00

Change Order 1: 07/09/15-03/31/17 \$0.00

Total PADD: \$21,000,000.00

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	21	0	MON	\$1,000,000.00	\$21,000,000.00
Item Description					
	#1				
	Change Order 1				
	Administrative Change - Attach PADD				
					
Delivery Date:	July 10, 2015				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping Instructions will be given by each Ordering Entity at the time of order.				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing Instructions will be given by each Ordering Entity at the time of order.				

Sub-Total (USD)	\$21,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$21,000,000.00

Note: If there is a  next to an Item's unit price, that indicates that the price has been discounted.

Signature : Signed By : Shawna West

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD16200012
Account Number: AC-1
Purchase Order Date: July 8, 2015
Service Start Date: July 9, 2015
Service End Date: March 31, 2017
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s):

Supplier

Amanda Hudson
DELL MARKETING LP
ONE DELL WAY RR8 BOX 8706
ROUND ROCK, TX 78682
Phone: 800 981-3355
Fax: 512 283-6161
Email: amanda_hudson@dell.com

Buyer Contact

Shawna West
Tel: 208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-108. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of approximately 21 months, commencing July 9, 2015 and ending March 31, 2017, and will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless extended, renewed, or terminated earlier.

PADD Title: Computer Equipment, Peripherals, and Related Services

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Shawna West

Phone Number: 208-332-1602

Fax Number: 208-327-7320

Email: shawna.west@adm.idaho.gov

Contractor's Primary Contact: Amanda Hudson

Address: Dell Marketing LP, One Dell Way MS RR1-33, Round Rock, TX 78682

Phone Number: 301-345-1081

Email: amanda_hudson@dell.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any Invoices/statement will facilitate the efficient processing of payment.

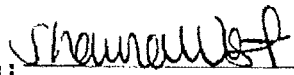
QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
			Back Order			
	21		0	MON	\$1,000,000.00	\$21,000,000.00
Item Description						
	#1	This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Dell Marketing, L.P. (Master Agreement No. MNWNC-108), for use by State agencies and other entities located in the State.				
		P				
Delivery Date:	July 9, 2015					
Shipping Method:	Delivery					
Shipping Instructions:	Shipping Instructions will be given by each Ordering Entity at the time of order.					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Billing Instructions will be given by each Ordering Entity at the time of order.					

Sub-Total (USD)	\$21,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$21,000,000.00

Note: If there is a ↴ next to an item's unit price, that indicates that the price has been discounted.

Signature :



Signed By : Shawna West

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter "Lead State")

Master Agreement No: MNWNC-108
Dell Marketing, L.P.
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And
The State of Idaho
Dell Contract Code WN11AGW
(hereinafter "State")

PADD 16200012

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Dell Marketing, L.P. (Master Agreement No. MNWNC-108), for use by State agencies and other entities located in the State.

The Contractor has been awarded Bands in the following categories:

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

Ruggedized equipment will be allowed in Bands 1-5.

2. Participation: Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 4. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

3.1 Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.

3.2. Any assignment by Ordering Entity of Its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Ordering Entity from its obligations hereunder.

3.3. Returns and Exchanges. Additional fees, including up to a 15% restocking fee, may apply and Ordering Entity will be notified if such fees apply upon Ordering Entity's request for return authorization (RMA).

3.4. Dispute Resolution. To the extent allowed by the applicable laws of the state of Idaho, Participating State and/or Ordering Entity and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

4. Term: This PADD will be effective July 1, 2015, or on the first day following final executed signatures, whichever is later, and will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless extended, renewed or terminated earlier.

5. Configuration Dollar Limits: This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Storage	\$500,000
Server	\$500,000
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$5,000
Services	No Limitation

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

6. Restrictions: This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

7. State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

7.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or Individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator. Notwithstanding the foregoing, subcontractors may be retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Ordering Entity's confidential data other than billing and contact information and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

7.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 7.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

7.3 Governing Law: Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

7.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly

Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports on a quarterly basis to the Participating State in the form described Exhibit A. In ADDITION to quarterly detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters)

Fee and Report Due

1st Quarter July 1 - Sept 30
2nd Quarter Oct 1 - Dec 31
3rd Quarter Jan 1 - Mar 31
4th Quarter Apr 1 - Jun 30

October 31st
January 31st
April 30th
July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Amanda Hudson
Address	Dell Marketing LP, One Dell Way MS RR1-33, Round Rock, TX 78682
Telephone	301.345.1081
Fax	512.283.9092
E-mail	amanda_hudson@dell.com

State of Idaho

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	shawna.west@adm.idaho.gov

9. Partner Utilization: State authorized Value Added Resellers (VARs or "Resellers") and Agents are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. Contractor and State shall make determinations about which entities in the State of Idaho that the Contractor authorized

Reseller and Agents may support. Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

9.1. Contractor authorized Resellers

- a. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

9.2. Contractor authorized Agents

- a. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
- b. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

10. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

11. Orders: Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. All orders placed by Ordering Entities within the State must include the Participating State contract number: PADD 16200012 as well as the Lead State Master Agreement No. MNWNC-108.

12. Order of Precedence:

- 12.1 The State's Participating Addendum ("PADD"); the State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;
- 12.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- 12.3 The Solicitation including all Addendums; and,
- 12.4 Contract Vendor's response to the Solicitation.

13. Entire Agreement: This PADD and the Master Agreement No. MNWNC-108, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed in Section 12, above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

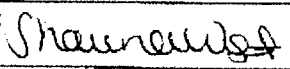

Participating State: IDAHO	Contractor: DELL MARKETING, L.P.
By: 	By: 
Name: Shawna West	Name: Lauren D. Newberry
Title: Buyer, Division of Purchasing	Title: Contracts Consultant
Date: 7/9/2015	Date: 7/9/2015

EXHIBIT A

Quarterly Usage Report

Quarterly Usage Reports shall be submitted in Microsoft Excel 97-03 format or an equivalent containing the following data fields. Fields with no data shall be left blank.

Field Name	COL #	Field Description	Data Type
VENDOR NAME	A	Name of Vendor	
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric
CUSTOMER TYPE (SEGMENT)	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric
SHIP DATE	R	(mm/dd/ccyy)	Numeric
INVOICE DATE	S	(mm/dd/ccyy)	Numeric
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric
BAND NUMBER	U	Master Agreement Band Number	Numeric
CATEGORY CODE	V	Contract Vendor self defined field	Numeric
PRODUCT NUMBER	W	Product number of purchased product	Alpha Numeric
PRODUCT DESCRIPTION	X	Product description of purchased product	Alpha Numeric
UNSPSC	Y	Commodity-level code based on UNSPSC code rules	Alpha Numeric

Field Name	COL #	Field Description	Data Type
LIST PRICE/MSRP/CATALOG PRICE	Z	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric
LIST PRICE/MSRP/DATE	AA	(mm/dd/ccyy)	Alpha Numeric
DISCOUNT APPLIED	AB		Numeric
UNIT PRICE	AC	Unit Price - US Currency (\$99999.999)	Numeric
QUANTITY	AD	Quantity Invoiced (99999.999)	Numeric
TOTAL PRICE	AE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)	Numeric
NASPO ValuePoint ADMIN FEE	AF	Administrative Fee based on Total Price - US Currency (\$999999.999)	Numeric
VAR/Reseller/Distributor	AG	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric
Energy Star Compliant	AH	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric
EPEAT Compliant	AI	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric
PSP ID	AJ	Premium Savings Package Contract Vendor self defined field	Numeric
BYOD - Y/N	AK	If item was sold under a State's bring your own device program indicate yes and remove all non public information	Alpha Numeric
3RD PARTY PRODUCT Y/N	AL	If item sold is a third party product indicate yes.	Alpha Numeric



MUNICIPAL SERVICES

CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

PHONE: (208) 612-8249
FAX: (208) 612-8148

December 2, 2015

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
SUBJECT: Bid IF-16-04, Pressure Digger Truck for IF Power

It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. The supplier will furnish a Hydraulic Pressure Digger on a 2017 Freightliner Cab and Chassis for a lump sum amount of \$314,064.00. This is to replace City of Idaho Falls Unit #323, 1986 International Truck with a Digger Derrick Bed that has reached its useful life. This vehicle is budgeted in the Municipal Equipment Replacement Fund (MERF).

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Opportunity Number: 69079
Quotation Number: 304955
GSA Contract #: GS-30F-1028G

GSA PIGGYBACK

Date: 11/24/2015

Quoted for: CITY OF IDAHO FALLS

Customer Contact:

Phone: Fax: Email:

Quoted by: VICKIE BELL
Phone: 816-236-1264 Fax: Email: vickle.bell@altec.com
Altec Federal Account Manager:
Altec Local Account Manager: Mike Mattson

REFERENCE ALTEC MODEL

HD35A-22	22' Hydraulic Pressure Digger	\$316,001
Per GSA Specifications in GSA Catalog plus Options below		

(A.) GSA OPTIONS ON CONTRACT (Unit)

1	HD35A-22-HD35-12	12' Digger	-\$2,028
2			
3			
4			
5			

(A1.) GSA OPTIONS ON CONTRACT (General)

1	PDR18	18" Diameter auger for Pressure Digger	\$2,492
2	PDR24	24" Diameter auger for Pressure Digger	\$3,741
3	PDR36	Delete 36" Diameter Auger for Pressure Digger	-\$4,062
4			
5			

GSA OPTIONS TOTAL: \$316,144

(B.) OPEN MARKET ITEMS

1	UNIT	Delete 20" Diameter Auger for Pressure Digger	-\$3,080
2	CHASSIS	2017 Freightliner Chassis (6X4)	\$0
3			
4			
5			
6			
7			
8			

OPEN MARKET ITEMS TOTAL: -\$3,080

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$313,064

Piggyback Surcharge \$1,000

TOTAL FOR UNIT/BODY/CHASSIS: \$314,064

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	FINISHING	Unit to be painted Chrome Yellow (Dupont NO134 or 218)	\$1,500
2			
3			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 180-210 days ARO, FOB Customer Location

TERMS: Net 30 days

FET TAX: If chassis over 33K GVWR, a 12 % FET may be applied

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: St. Joseph, MO



Altec Industries, Inc.

www.altec.com

PRICE LIST

Revised June, 2015

Contract #**GS-30F-1028G**

Contract Period:

May 9, 2013 Through August 7, 2017

General Services Administration Federal Supply Service

Schedule #23 V – Vehicle Multiple Award Schedule (VMAS)

SINS: 125-102 / 271-103

“Vehicle-Mounted Aerial Devices, Digger Derricks, Cable Placers,
Cranes, Service Bodies, and Trailers”

Contacts:

Cullen Bull
33 Inverness Center Pkwy.
Birmingham, AL 35242
(205) 458-1565 – Office
(205) 278-5800 – Fax

cullen.bull@altec.com

Elana Martinez
33 Inverness Center Pkwy.
Birmingham, AL 35242
(303) 416-0653– Cell
(205) 278-5800 – Fax

elana.martinez@altec.com

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SIN 125-102: Utility and Telecom Construction Equipment and Attachments

AT200AV	TA50	DB37	AF1472
AT200A	TA60	DL45	PM47025
AT237	AA55	DM47B	PM16023
AP45A	AN55E-OC	DC47	
AT30G	AM55	D2055B	
AT37-G	AM60	D3060B	
AT40M	AM900P	D4065B	
L37M	AM900-E100	DT80	
L45M	A77T	HD35A-22	
LR756	A77T-E93	LS63	
LR756-RM	AH100	RL9	
LR760-E70	HL125	LP108	
LR760-E70RM	AH125	AD108	
TA45M	AH150	HLIW1600T	

SIN 271-103: Vehicular Cranes and Attachments

AC18-70B-(HL)	AC30-103S		
AC23-95B	AC38-127S		
AC28-103B			

1. (a) 125-102, 271-103
(b) Lowest Price Model: Entire "Federal Gov't Price Sheet"
reflects lowest price for models available under contract.
2. Order Discounts: 2-5 Units per SIN: 1% Discount from Contract Price
6-10 Units per SIN: 1.5% Discount from Contract Price
11-20 Units per SIN: 2% Discount from Contract Price
+20 Units per SIN: TBD at Time of Order
3. Minimum Order: \$100.00
4. Geographic Area: 48 Contiguous States and District of Columbia
5. Points of Production: See Installation Centers Listed on Page 19
6. Statement of Net Price: See Price List
7. Quantity Discount: See Item Number 2 (Order Discounts)
8. Prompt Payment Terms: Net 30 days
9. Government Credit Card: On Request and Approval, up to and over Micro-Threshold. Use
of credit card may result in service charge.
10. Foreign Items: Not Applicable
11. (a) Time of Delivery: 180 to 360 days after receipt of order depending upon model
ordered. Stock units may be available for quicker delivery.
11. (b) Expedited Delivery: Not Applicable
11. (c) Overnight Delivery: Not Applicable
11. (d) Urgent Requirements: Please Contact Riley Browne for Urgent Requirements
12. FOB: Destination in the 48 contiguous states and District of Columbia.
Freight Pre-Paid & Added. - Included
13. Ordering Address: Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242

Attn: Riley Brown
Office Phone: (540) 966-2998
Fax: (205) 278-5800
Email: fedgovtsales@altec.com

14. Payment Address: Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242
Attn: Sheila Jones
- Wire Transfers: Beneficiary Account No. 0030053064
ABA No. 062000019
Bank Name Regions Bank
417 North 20th Street
Birmingham, AL 35242
Attention: Will Perry
Telephone No. (205) 264-4098
Mobile No. (205) 440-7189
Special Instruction: List Invoices & Amounts Being paid
15. Warranty: See Warranty Profile
16. Export Packing Charges: \$200.00
17. Terms for Credit Cards: Credit Card Accepted Based on Approval. Use of credit card may result in service charge.
18. Terms for Rental, Maintenance and Repair: See Warranty
19. Terms & Conditions of Installation: Final installation points will be determined by Altec depending on plant loading & final delivery location.
20. Terms & Conditions of Repair Parts indicating date of parts price lists and any discounts from list prices: Not Applicable
21. List of Service & Distribution Points: See Service Centers Listed on Page 20
22. List of Participating Dealers: N/A
23. Preventative Maintenance: Each unit furnished by Altec under this contract will receive one full day of training in the overall proper operation and maintenance as specified in the maintenance manual.
24. Environmental Attributes: Hybrid Options Available
25. DUNS Number: 004001731
26. Notification Regarding CCR Registration: Altec Industries, Inc. is CCR Registered (#1CER8)



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
125-102	AT200AV	Telescopic Aerial Device (Non-Insulated)	BASE	\$61,525
125-102	AT200AV	Secondary Stowage System	EDC	\$1,066
125-102	AT200AV	Air Line To The Platform	AL	\$120
125-102	AT200A	Telescopic Aerial Device (Non-Insulated)	BASE	\$72,265
125-102	AT200A	Secondary Stowage System	EDC	\$1,098
125-102	AT200A	Air Line To The Platform	AL	\$120
125-102	AT200A	Gas Engine	GAS	-\$3,785
125-102	AT200A	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	AT200A	All Wheel Drive	AWD	\$5,008
125-102	AT237	Articulating Telescopic Aerial Device (Non-Insulated)	BASE	\$90,939
125-102	AT237	35' Boom Height (AT235)	US35	-\$1,966
125-102	AT237	Secondary Stowage System	EDC	\$1,098
125-102	AT237	Air Line To The Platform	AL	\$128
125-102	AT237	Gas Engine	GAS	-\$4,433
125-102	AT237	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	AT237	All Wheel Drive	AWD	\$5,008
125-102	AP45A	Telescopic Aerial Cable Placer (Non-Insulated)	BASE	\$198,976
125-102	AP45A	All Wheel Drive	AWD	\$22,728
125-102	AT30-G	Telescopic Aerial Device (Insulated)	BASE	\$77,909
125-102	AT30-G	Secondary Stowage System	EDC	\$1,098
125-102	AT30-G	Gas Engine	GAS	-\$4,635
125-102	AT30-G	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	AT30-G	All Wheel Drive	AWD	\$5,008
125-102	AT37-G	Articulating Telescopic Aerial Device (Insulated)	BASE	\$88,544
125-102	AT37-G	40' Boom Height (AT40-G)	US35	\$1,909
125-102	AT37-G	35' Boom Height (AT35-G)	US35	-\$506
125-102	AT37-G	Secondary Stowage System	EDC	\$1,098
125-102	AT37-G	H Frame Outriggers, Wooden Outtrigger Pads, and Pad Holders	HFO	\$2,897
125-102	AT37-G	Gas Engine	GAS	-\$4,635
125-102	AT37-G	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	AT37-G	All Wheel Drive	AWD	\$5,008
125-102	AT40M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$114,360
125-102	AT40M	Non-Material Handling Platform (AT40P)	PERSONNEL	-\$3,023
125-102	AT40M	Articulating Telescopic Aerial Device (Non-Insulated AT40S)	PERSONNEL	-\$2,720
125-102	AT40M	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	AT40M	All Wheel Drive	AWD	\$5,008
125-102	L37M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	BASE	\$110,507
125-102	L37M	JEMS Hybrid Solution	HYBRID	\$28,827
125-102	L37M	All Wheel Drive	AWD	\$5,008
125-102	L45M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	BASE	\$152,610
125-102	L45M	Overcenter Articulating Aerial Device - Personnel (Insulated L45P)	US45P	-\$5,542
125-102	L45M	42' Boom Height with Material Handling (Insulated L42M)	US42M	-\$2,416
125-102	L45M	42' Boom Height - Personnel (Insulated L42P)	US42P	-\$1,494
125-102	L45M	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$48,606
125-102	L45M	All Wheel Drive	AWD	\$21,897
125-102	LR756	Overcenter Articulating Aerial Device (Insulated)	BASE	\$140,167
125-102	LR756	58' Boom Height (LR758)	US58	\$1,091
125-102	LR756	60' Boom Height (LR760)	US60	\$1,612



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
125-102	LR756	Engine Start/Stop With Secondary Stowage System	EDC1	\$2,552
125-102	LR756	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,310
125-102	LR756	All Wheel Drive	AWD	\$26,573
125-102	LR756RM	Overcenter Articulating Aerial Device (Insulated)	BASE	\$148,841
125-102	LR756RM	58' Boom Height (LR756-RM)	US55	\$1,091
125-102	LR756RM	60' Boom Height (LR760-RM)	US60	\$1,612
125-102	LR756RM	Engine Start/Stop With Secondary Stowage System	EDC1	\$2,552
125-102	LR756RM	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,310
125-102	LR756RM	All Wheel Drive	AWD	\$21,166
125-102	LR760-E70	Overcenter Articulating Aerial Device (Insulated)	BASE	\$161,932
125-102	LR760-E70	Engine Start/Stop With Secondary Stowage System	EDC1	\$2,552
125-102	LR760-E70	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,310
125-102	LR760-E70	All Wheel Drive	AWD	\$23,197
125-102	TA45M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$149,377
125-102	TA45M	41' Boom Height (TA41M)	US41	-\$2,021
125-102	TA45M	Non-Material Handling Platform (ONLY FOR 45' BOOM HEIGHT- TA45)	PERSONNEL	-\$5,076
125-102	TA45M	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$39,963
125-102	TA45M	All Wheel Drive	AWD	\$23,197
125-102	TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$168,766
125-102	TA50	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$39,998
125-102	TA50	All Wheel Drive	AWD	\$23,197
125-102	TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$186,267
125-102	TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated TA55)	US55	-\$2,827
125-102	TA60	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$39,998
125-102	TA60	All Wheel Drive	AWD	\$23,197
125-102	AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	BASE	\$173,461
125-102	AA55	Extended Side Reach	ESR	\$3,843
125-102	AA55	50' Boom Height (AA50)	US50	\$0
125-102	AA55	60' Boom Height (AA60)	US55	\$5,002
125-102	AA55	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,758
125-102	AA55	All Wheel Drive	AWD	\$23,197
125-102	AN55E-OC	Overcenter Articulating Aerial Device with Material Handling (Insulated)	BASE	\$169,957
125-102	AN55E-OC	50' Boom Height (AN50E-OC)	US50	\$710
125-102	AN55E-OC	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,758
125-102	AN55E-OC	All Wheel Drive	AWD	\$23,197
125-102	AM55	Overcenter Aerial Device with Material Handling (Insulated)	BASE	\$175,810
125-102	AM55	50' Boom Height (AM50)	US50	\$0
125-102	AM55	Extended Side Reach	ESR	\$3,192
125-102	AM55	JEMS Hybrid Solution (Excludes Extended Reach)	JEMS	\$28,611
125-102	AM55	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,768
125-102	AM55	All Wheel Drive	AWD	\$23,197
125-102	AM60	Overcenter Aerial Device with Material Handling (Insulated)	BASE	\$195,869
125-102	AM60	Extended Side Reach (AM60E)	ESR	\$3,187
125-102	AM60	Air Transportability - C5 & C17 Aircraft Only	ATR2	\$4,860
125-102	AM60	JEMS Hybrid Solution (Excludes Extended Reach)	HYBRID	\$28,611
125-102	AM60	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$38,537
125-102	AM60	All Wheel Drive	AWD	\$23,197
125-102	AM60	Two single-man platforms with dual controls, covers and liners	2SP	\$12,246



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
125-102	AM60	Custom unit and body paint	CP	\$800
125-102	AM900P	Non-Overcenter Aerial Device (Insulated)	BASE	\$181,063
125-102	AM900P	Integrated Hybrid Solution (Freightliner Chassis)	HYBRID	\$41,185
125-102	AM900P	All Wheel Drive	AWD	\$23,197
125-102	AM900-E100	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	BASE	\$294,621
125-102	AM900-E100	All Wheel Drive	AWD	\$24,017
125-102	A77T	Non-Overcenter Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$242,420
125-102	A77T	65' Boom Height (A65MH)	US65	-\$17,004
125-102	A77T	70' Boom Height (A70MH)	US70	-\$13,425
125-102	A77T	72' Boom Height (A72T)	US72	-\$6,713
125-102	A77T	Track Carrier In Lieu Of Chassis	TRACK	\$181,528
125-102	A77T	All Wheel Drive	AWD	\$24,017
125-102	A77T-E93	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	BASE	\$316,937
125-102	A77T-E93	Track Carrier In Lieu Of Chassis	TRACK	\$181,528
125-102	A77T-E93	All Wheel Drive	AWD	\$23,887
125-102	AH100	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$396,231
125-102	AH100	Track Carrier In Lieu Of Chassis	TRACK	\$176,413
125-102	AH100	All Wheel Drive	AWD	\$23,197
125-102	AH100	Aluminum platform with Category A dielectric certification	CAT-A	\$26,300
125-102	AH100	Full steel line body	FSLB	\$12,999
125-102	AH100	Freightliner SD 6x6 chassis in lieu of standard	FL114	\$94,649
125-102	AH100	Freightliner Conventional 6x6 chassis in lieu of standard	FL 112	\$89,722
125-102	AH100	Extended warranty with travel	EXT3	\$10,754
125-102	HL125	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$423,338
125-102	HL125	Hydraulic Front Drive Assist	HFD	\$45,026
125-102	AH125	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$557,101
125-102	AH125	Hydraulic Front Drive Assist	HFD	\$24,875
125-102	AH125	Track Carrier in lieu of chassis	TRACK	\$154,212
125-102	AH125	Air Transportability- C5 & C17 Aircraft Only	AT	\$4,309
125-102	AH125	SICE (Steel Boom with De-icing Equipment)	ICE	\$29,416
125-102	AH125	All Wheel Drive	AWD	\$80,310
125-102	AH150	Articulating Telescopic Aerial Device with Material Handling (Insulated)	BASE	\$782,439
125-102	AH150	Hydraulic Front Drive Assist	HFD	\$45,026
125-102	AH150	Track Carrier in lieu of chassis	TRACK	\$260,895
125-102	AH150	All Wheel Drive (Custom Chassis)	AWD	\$186,870
125-102	DB37	37' Digger Derrick - Tracked Backyard	BASE	\$129,586
125-102	DL45	45' Digger Derrick	BASE	\$178,020
125-102	DL45	42' Sheave Height (DL42)	US42	-\$502
125-102	DL45	Boom Tip Winch	BTW	\$730
125-102	DL45	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	DL45	RoatFloat	RF	\$1,142
125-102	DL45	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	DL45	All Wheel Drive	AWD	\$23,197
125-102	DM47B	47' Digger Derrick (DM47BTR)	BASE	\$184,314
125-102	DM47B	45' Sheave Height (DM45)	US47	-\$1,317



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SIN	Item	Description	Code	GSA Price
271-103	AC18-70B-(HL)	Rear-Mount (AC18-70R-HL)	RM	\$3,728
271-103	AC18-70B-(HL)	Front Bumper Outrigger	FBO	\$4,729
271-103	AC18-70B-(HL)	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	\$3,542
271-103	AC18-70B-(HL)	Two Piece 24'-40' - Telescopic Side Stow Jib	2JIB	\$4,888
271-103	AC18-70B-(HL)	One (1) Sheave Load Block With Holder- 2/3 Part	SHEAVE1	\$1,451
271-103	AC18-70B-(HL)	Two-Man Platform (30' x 60" - 600lbs. Capacity)	PLAT	\$3,652
271-103	AC18-70B-(HL)	Hose Reel with Rollers, Bracket, and Sheave Case	HR	\$5,050
271-103	AC18-70B-(HL)	240' of 9/16" Spln Resistant Cable	RRWR	\$496
271-103	AC18-70B-(HL)	14" Removable Railing for Flatbed	RR	\$2,345
271-103	AC18-70B-(HL)	Marco Marine 19B Power Block	PB	\$16,381
271-103	AC18-70B-(HL)	Foot Throttles At Control Stands	FT	\$354
271-103	AC18-70B-(HL)	Peterbilt 6x4 Chassis with Pusher in lieu of Standard	PC	\$22,567
271-103	AC23-95B	Hydraulic Telescopic Crane	BASE	\$209,950
271-103	AC23-95B	Rear mount (AC23-95R)	RM	\$6,599
271-103	AC23-95B	Riding Seat (AC23-95S)	RS	\$19,053
271-103	AC23-95B	Front Bumper Outrigger	FBO	\$4,729
271-103	AC23-95B	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	\$3,542
271-103	AC23-95B	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	\$5,666
271-103	AC23-95B	Two-Man platform (800lbs. Capacity)	PLAT	\$5,666
271-103	AC23-95B	350' of 9/16" Spln Resistant Cable	RRWR	\$566
271-103	AC23-95B	One (1) Sheave Load Block With Holder- 2/3 Part	SHEAVE1	\$2,267
271-103	AC23-95B	Outrigger Jack Controls At Crane Controls	JC	\$938
271-103	AC23-95B	12,000 lb Two Speed Winch	12TW	\$1,770
271-103	AC23-95B	Oil Cooler- 90,000 BTU	OC	\$1,770
271-103	AC23-95B	Custom front bumper outrigger (upgraded FBO)	FBO1	\$7,609
271-103	AC23-95B	Hydraulic pole guides	HPG	\$50,232
271-103	AC23-95B	Hose reel for crane accessories	HR	\$5,050
271-103	AC23-95B	12" Removable railing for flatbed	RRWR	\$2,345
271-103	AC23-95B	One (1) aluminum tool box	ATB	\$890
271-103	AC23-95B	One (1) sheave load block with under deck storage (2/3 Part)	SHEAVE3	\$4,337
271-103	AC23-95B	Peterbilt 6x6 chassis, in lieu of standard	PB	\$77,711
271-103	AC28-103B	Hydraulic Telescopic Crane	BASE	\$242,823
271-103	AC28-103B	Out And Down Outriggers	ODO	\$7,106
271-103	AC28-103B	Front Bumper Outrigger	FBO	\$4,729
271-103	AC28-103B	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	\$3,542
271-103	AC28-103B	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	\$5,685
271-103	AC28-103B	Two-Man Platform (800lbs. Capacity)	PLAT	\$5,685
271-103	AC28-103B	350' of 9/16" Spln Resistant Cable	RRWR	\$571
271-103	AC28-103B	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,272
271-103	AC28-103B	Oil Cooler- 90,000 BTU	OC	\$1,770
271-103	AC30-103S	Hydraulic Telescopic Crane	BASE	\$265,355
271-103	AC30-103S	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	\$5,685
271-103	AC30-103S	Two-Man Platform (800lbs. Capacity)	PLAT	\$5,685
271-103	AC30-103S	350' of 9/16" Spln Resistant Cable	RRWR	\$571
271-103	AC30-103S	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,272
271-103	AC30-103S	Enclosed Operator Cab	EOC	\$7,366
271-103	AC30-103S	Operator Cab AC	CAC	\$5,545
271-103	AC30-103S	Operator Cab Heat	CH	\$2,629
271-103	AC30-103S	Centralized Outrigger Controls at Rear	COC	\$357
271-103	AC38-127S	Hydraulic Telescopic Crane	BASE	\$284,424
271-103	AC38-127S	Heavy Lift (AC38-127S-HL)	USHL	\$5,114
271-103	AC38-127S	103', 5 Section Boom (AC38-103S)	US103	-\$5,099



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SIN	Item	Description	Code	GSA Price
271-103	AC38-127S	One Piece 31' - Side Stow Jib	1JIB	\$6,110
271-103	AC38-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	\$7,676
271-103	AC38-127S	Two-Man Platform (800lbs. Capacity)	PLAT	\$4,755
271-103	AC38-127S	385' of 5/8" Spin Resistant Cable	RRWR	\$639
271-103	AC38-127S	One (1) Sheave Load Block With Holder	SHEAVE1	\$2,166
271-103	AC38-127S	Two (2) Sheave Load Block With Holder	SHEAVE2	\$3,728
271-103	AC38-127S	Enclosed Operator Cab	EOC	\$7,366
271-103	AC38-127S	Operator Cab Air Conditioning	CAC	\$5,544
271-103	AC38-127S	Operator Cab Heat	CH	\$2,630
271-103	AC38-127S	Centralized Outrigger Controls At Rear	COC	\$357
271-103	AC38-127S	5,000 lb Auxiliary Winch	5AW	\$11,369
271-103	AC38-127S	Track Carrier In Lieu Of Chassis	TRACK	\$250,729
125-102	PM47025	47' PM Knuckle Boom Crane	BASE	\$206,066
125-102	PM47026	32' PM Knuckle Boom Crane - PM21523S	PM23	-\$33,500
125-102	PM16023	33' PM Knuckle Boom Crane	BASE	\$143,101
125-102	LS63	63' Hydraulic Telescopic Non-Insulated Aerial - Work Platform	BASE	\$171,859
125-102	RL9	Cable Reel Handling and Pulling Special Purpose Vehicle	BASE	\$168,152
125-102	RL9	Reel Driver Kit	RD	\$3,341
125-102	RL9	Air Transportability	AIR	\$4,552
125-102	RL9	All Wheel Drive	AWD	\$23,197
125-102	LP108	Truck-Mounted Underground and Overhead Cable Handler	BASE	\$364,736
125-102	LP108	Light Duty (LP108L)	LD	-\$89,424
125-102	LP108	All Wheel Drive	AWD	\$18,892
125-102	AD108	Arm-Driven Self-Propelled Cable Handler	BASE	\$139,043
125-102	HLIW1600T	Holine Insulator Washer	BASE	\$110,592
125-102	HLIW1600T	1200 Gallon (HLIW1200T)	G12	-\$1,511
125-102	AF1472	Chip Dump Body	BASE	\$72,748
125-102	AF1472	All Wheel Drive	AWD	\$16,499
All SINS	ACCESSORY OPTIONS	TERRESOLVE BIODEGRADABLE HYDRAULIC OIL (Per Gallon)	BDHF	\$38
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Heater, 12V, Adjustable Temperature Range With Programmable Controller	OH	\$1,222
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Single Fan	OC	\$368
All SINS	ACCESSORY OPTIONS	WATER CASK (Includes Bracket) 5 Gallon water cask with wire type bracket	BK	\$173
All SINS	ACCESSORY OPTIONS	Cone Holder, Fold Over Post Style	CH	\$233
All SINS	ACCESSORY OPTIONS	Cab Guard	CG	\$2,399
All SINS	ACCESSORY OPTIONS	Rear Window Guard	RW	\$228



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SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	Ladder Rack - Sloped Aluminum Ladder Rack, Curbside, 102" - 108" L Body	LR	\$512
All SINS	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments (Dome Style) (Per Compartment)	CL	\$82
All SINS	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments (Rope Style) (Per Compartment)	RL	\$84
All SINS	ACCESSORY OPTIONS	DRILL AUGER SET for UT57 Includes Four (4) 18" Long Augers in Sizes of 9/16", 11/16", 13/16", 15/16"	DRA	\$211
All SINS	ACCESSORY OPTIONS	GAS POWERED GENERATOR. Honda 3500 Watt with cover. Attached to Vehicle with Pins for Easy Removal.	GEN	\$2,568
All SINS	ACCESSORY OPTIONS	HYDRAULIC GENERATOR. 3000-Watt Load Demand with Outlet at Rear of Body and Automatic Throttle Advance. (Connected to GFI at Boom Tip on Non-Insulated Units).	HGEN	\$1,575
All SINS	ACCESSORY OPTIONS	Detachable electric start generator (5000 watt)	DGEN	\$2,687
All SINS	ACCESSORY OPTIONS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	HRS	\$1,121
All SINS	ACCESSORY OPTIONS	COMPLETE 9' CROSS-ARM ASSEMBLY. Includes One (1) 9'x3" Cross-arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, and Three (3) Four Way Conductor Holders	CAA	\$1,739
All SINS	ACCESSORY OPTIONS	LOWER TOOL CIRCUIT	LTC	\$348
All SINS	ACCESSORY OPTIONS	2" SINGLE CONDUCTOR HOLDER. Attaches to End of Jib for Lifting Phases.	MCR	\$495
All SINS	ACCESSORY OPTIONS	JIB ADAPTER. Jib adapter is for Altec 4.1" x 4.1" Square Jibs (Square to Round Conversion)	MCR1	\$489
All SINS	ACCESSORY OPTIONS	EXTRA MANUAL Extra Operators & Maintenance/ Parts Manual	PSM	\$61
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.1800 Watts Continuous. GFCI Outlet at Rear.	PSWI	\$2,091
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet at Rear.	PSWI2	\$2,494
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.3400 Watts Continuous. GFCI Outlet at Rear.	PSWI3	\$3,187
All SINS	ACCESSORY OPTIONS	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	VRC	\$159
All SINS	ACCESSORY OPTIONS	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	VRI	\$195
All SINS	ACCESSORY OPTIONS	RADIO REMOTE CONTROLS (Required with Platform)	RADIO	\$9,439



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SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	AERIAL DEVICES AND DIGGER DERRICKS. (1) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at Least 3 months in Advance.	SENTRY1	\$3,530
All SINS	ACCESSORY OPTIONS	CRANES. (2) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at least 3 Months in Advance.	SENTRY2	\$4,943
All SINS	ACCESSORY OPTIONS	8-POINT HEX SOCKET SET. Set Includes Thirteen (13) Deep Well Sockets of Sizes 3/8" Thru 1-1/8"	HSS8	\$171
All SINS	ACCESSORY OPTIONS	6-POINT HEX SOCKET SET. Set Includes Eleven (11) Deep Well Sockets of Sizes 1/2" Thru 1-1/8"	HSS6	\$279
All SINS	ACCESSORY OPTIONS	SOCKET SET for UTS6. Includes Eleven (11) 12-Point Sockets in Sizes of 1" 5/16, 1" 3/8, 1" 7/16, 1" 1/2, 1" 9/16, 1" 5/8, 1" 11/16, 1" 3/4, 1" 13/16, 1" 7/8, 2". All Sockets to be 3/4" Drive.	SOC1	\$215
All SINS	ACCESSORY OPTIONS	15,000lb. Screw Anchor Kit (Only applies to Digger Derricks)	15SA	\$2,585
All SINS	ACCESSORY OPTIONS	ONE (1) POST-MOUNTED SPOTLIGHT. Mounted on Driver's Side of Chassis. Controls are Extended in Cab for Ease of Operation.	SPOT	\$272
All SINS	ACCESSORY OPTIONS	TWO (2) POST-MOUNTED SPOTLIGHTS. Mounted One (1) on Each Side of the Chassis. Controls are Extended in Cab for Ease of Operation.	SPOT1	\$544
All SINS	ACCESSORY OPTIONS	TWO (2) 6' DECK-MOUNTED FLOODLIGHTS with rubber housing. Mounted on Boom Support to Illuminate the Cargo Area. Each Light has Individual On/Off Switch and can be Directed Wherever Required.	SPOT2	\$443
All SINS	ACCESSORY OPTIONS	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	SPOT3	\$472
All SINS	ACCESSORY OPTIONS	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	SPOT4	\$651
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PISTOL GRIP CHAINSAW. Slip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH1	\$109
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR POLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH2	\$183
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR CIRCLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH3	\$178
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PRUNER. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH4	\$178
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS. Clip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH5	\$199
All SINS	ACCESSORY OPTIONS	TOOL HOSES. 8' of 3/8" Non-Conductive Orange Hose with Clear Hose Guard on Both Ends. HTMA Couplers Installed Each End. One (1) set of Hoses Come with Vehicle when a Hydraulic Upper Tool is Ordered.	THS	\$104
All SINS	ACCESSORY OPTIONS	HYDRAULIC JACK. 12-Ton with Handle and 4-Way Lug Wrench	TJ	\$207



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SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	TOOL TRAY. Fiberglass, Clips to Outside of Platform With or Without Liner 19x8 with brackets.	TT	\$70
All SINS	ACCESSORY OPTIONS	Radial Outriggers, Folding Shoe, 164 Inch Max Spread (Only Available for D2000, D3000, and D4000 Digger Derricks)	RO	\$2,140
All SINS	ACCESSORY OPTIONS	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	DP	\$608
All SINS	ACCESSORY OPTIONS	AERIAL DEVICE PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	PMA	\$1,209
All SINS	ACCESSORY OPTIONS	DIGGER DERRICK PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	PMD	\$1,412
All SINS	ACCESSORY OPTIONS	CRANE PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	PMC	\$1,815
All SINS	ACCESSORY OPTIONS	Aluminum bumper / grill, installed	EPH	\$2,500
All SINS	TOOL OPTIONS	UHC - MY-TE HY3D Hydraulic capstan. Includes a hydraulic foot valve for operation and a mounting bracket. 800lb single line or 1600lb double line lift.	UHC	\$2,574
All SINS	TOOL OPTIONS	UHPP - Hydraulic pole puller. Used to pull poles for replacement. Comes with 7' of 1/2" high tensile chain and a base. Powered by lower tool circuit at 8 gpm.	UHPP	\$957
All SINS	TOOL OPTIONS	UHT - Hydraulic tamp. With kidney-shaped head used for back-filling a pole hole. Comes with 3' hose whips and a 3' handle with valve. Powered by lower tool circuit at 8 gpm. Provides 1600 blows per minute with a 2 1/2" stroke.	UHT	\$1,429
All SINS	TOOL OPTIONS	UTS1 - Hydraulic chainsaw, pistol grip. Dual-spool (will work on either an open center or closed center system) 15" cutting capacity standard other lengths available.	UTS1	\$1,043
All SINS	TOOL OPTIONS	UTS2 - Hydraulic pole saw. Featuring fiberglass poles and automatic chain oiling. Dual-spool (will work on either an open or closed center system) 15" bar 75" handle. No other length bar is available.	UTS2	\$1,304
All SINS	TOOL OPTIONS	UTS3 - Hydraulic circle saw. Featuring fiberglass pole and angled head and special trigger guard that de-activates the saw if removed. Dual-spool (will work on either an open or closed center system) 9" diameter blade.	UTS3	\$1,309
All SINS	TOOL OPTIONS	UTS4 - Stanley Hydraulic pruner. Overall length of 84" with a cutting capacity of 2 1/4". Pruner has a special trigger guard that de-activates the pruner if removed. This tool is dedicated or will only work on open or closed system.	UTS4	\$1,205
All SINS	TOOL OPTIONS	UTS5 - Hydraulic sump pump. Includes 25' of 2 1/2" water hose with fitting for attachment to sump pump. Pump will move 375gpm at a 10' height at 8 gpm. Powered by lower tool circuit.	UTS5	\$1,987



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SIN	Item	Description	Code	GSA Price
All SINS	TOOL OPTIONS	UTS6 – Greenlee H6510A Hydraulic impact wrench. Maximum output torque of up to 1,060 at 6gpm ft/lbs. comes with 3/4" square drive standard. Can be used as drill or as impact. Sockets are available as accessories. This is a dedicated tool and will be matched to the unit system provided.	UTS6	\$2,034
All SINS	TOOL OPTIONS	UTS7 – Fairmont Reversible Hydraulic drill. Uses standard 1/2" Jacobs chuck, and with the correct bits handle drilling wood, metal or masonry. Speed and torque proportional to flow and pressure of tool system. Drill has dual-spool for open and closed center system.	UTS7	\$1,286
All SINS	TOOL OPTIONS	UTW –Fairmont Hydraulic impact wrench. Maximum output torque of 400ft/lbs. Comes with 7/16" quick change chuck to 1/2" drive with adapter. Can be used as drill or as impact. Sockets and drill bits are available as accessories.	UTW	\$916
All SINS	WINCH OPTIONS	ECP – MY-RE Electric capstan package. Includes a 12-VDC utility capstan hoist with lb. single-line and 1600-lb. double-line capacity. Usually mounted on curbside rear of vehicle with drum to outside. Worm gear system for positive load handling. No extended shaft. (Does not Include Accessories)	ECP	\$2,135
All SINS	WINCH OPTIONS	GNT – Mid-ship two-speed winch continuous duty planetary drive. 15,000 lb. bare drum capacity, powered level wind, and under floor operation. Swivel sheave at rear and 1,000 ft. of 7/16" cable with eye in one end are provided. Controls for winch, dog, and brake are located in light channel curbside rear. Winch is air shifted with mechanical drum brake. An extended shaft with body tunnel and door collar is provided. Front compartment on street side is default for winch motor and hydraulics.	GNT	\$23,308
All SINS	WINCH OPTIONS	ELECTRIC WINCH PACKAGE. 12,000 lbs. (bare drum) electric/planetary drive winch and bumper package for use in conjunction with a Ford Super Duty. Comes with roller fair leads, 120' of 1/2" aviation cable with hook, and 10' remote control pendant. Bumper replaces original and bolts to frame. Includes gravel guards. No Extended Shaft.	MEW	\$3,127
All SINS	WINCH OPTIONS	MOUNTED HYDRAULIC CAPSTAN. Mounted Curbside on Front Frame Extension Curbside. (NOTE: May Not Be Required if Truck Has Midship Winch with WES Option)	MHC	\$4,475
All SINS	WINCH OPTIONS	Braden PD18- HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside. Bumper Package Includes a Four-Way Roller, Gravel Guard, Access Door, Winch Dog, and Two (2) Tow Eyes. Winch Comes with 150' of 1/2" Cable with an Eye in One End. Air Controls are Located Inside the Cab and on the Front Winch.	MHW18	\$7,651
All SINS	WINCH OPTIONS	Braden PD35 Bumper Package, 35,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Boxes And RH Extended Shaft. Includes 150' of 3/4 Cable and controls in cab and on bumper.	MHW35	\$15,789
All SINS	WINCH OPTIONS	CR REEL BAYONET CAPSTAN. 20" Diameter Collapsible Reel for Wire Take Up. Fits Any of the Winch Extended Shafts Provided with storage.	UHB	\$1,228
All SINS	WINCH OPTIONS	Aluminum Bayonet Capstan Drum (fits any winch extended shaft)	UHBD	\$524
All SINS	DIGGER DERRICK AUGER OPTIONS	9" Diameter Dirt Auger Full Flight - 2 1/2" Hex	UA09	\$849
All SINS	DIGGER DERRICK AUGER OPTIONS	12" Diameter Dirt Auger Full Flight - 2 1/2" Hex	UA12	\$946



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SIN	Item	Description	Code	GSA Price
125-102	DM47B	50' Sheave Height (DM50)	US45	\$4,646
125-102	DM47B	Boom Tip Winch	BTW	\$873
125-102	DM47B	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	DM47B	RoatFloat	RF	\$1,142
125-102	DM47B	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	DM47B	Track Carrier In Lieu Of Chassis	TRACK	\$124,047
125-102	DM47B	All Wheel Drive	AWD	\$23,197
125-102	DC47	47' Digger Derrick	BASE	\$183,174
125-102	DC47	45' Sheave Height (DC45)	US45	-\$1,101
125-102	DC47	Boom Tip Winch	BTW	\$730
125-102	DC47	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	DC47	RoatFloat	RF	\$1,142
125-102	DC47	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	DC47	All Wheel Drive	AWD	\$23,197
125-102	D2055B	55' Digger Derrick	BASE	\$231,921
125-102	D2055B	50' Sheave Height (D2050B)	US50	-\$1,211
125-102	D2055B	45' Sheave Height (D2045B)	US45	-\$1,523
125-102	D2055B	Boom Tip Winch	BTW	\$1,702
125-102	D2055B	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	D2055B	10ft. Material Handling Jib	JIB	\$1,058
125-102	D2055B	RoatFloat	RF	\$1,142
125-102	D2055B	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	D2055B	Track Carrier In Lieu Of Chassis	TRACK	\$165,506
125-102	D2055B	All Wheel Drive	AWD	\$23,580
125-102	D3060B	60' Digger Derrick	BASE	\$250,222
125-102	D3060B	55' Sheave Height (D3055B)	US55	-\$1,021
125-102	D3060B	50' Sheave Height (D3050B)	US45	-\$1,021
125-102	D3060B	Boom Tip Winch	BTW	\$1,702
125-102	D3060B	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	D3060B	10ft. Material Handling Jib	JIB	\$1,058
125-102	D3060B	RoatFloat	RF	\$1,142
125-102	D3060B	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	D3060B	Track Carrier In Lieu Of Chassis	TRACK	\$165,506
125-102	D3060B	All Wheel Drive	AWD	\$23,580
125-102	D4065B	65' Digger Derrick	BASE	\$265,475
125-102	D4065B	60' Sheave Height (D4060B)	US60	-\$4,335
125-102	D4065B	Remove Upper Controls and Additional Accessories	DAA	-\$4,565
125-102	D4065B	10ft. Material Handling Jib	JIB	\$1,058
125-102	D4065B	RoatFloat	RF	\$1,142
125-102	D4065B	Electronic Side Load Protection-eSLP	ESLP	\$1,323
125-102	D4065B	Track Carrier In Lieu Of Chassis	TRACK	\$177,779
125-102	D4065B	All Wheel Drive	AWD	\$22,279
125-102	DT80	80' Digger Derrick (Steel)	BASE	\$345,938
125-102	DT80	Track Carrier In Lieu Of Chassis	TRACK	\$182,216
125-102	DT80	All Wheel Drive	AWD	\$23,197
125-102	HD35A-22	22' Hydraulic Pressure Digger	BASE	\$316,001
125-102	HD35A-22	17' Digger	HD35-17	-\$956
125-102	HD35A-22	12' Digger	HD35-12	-\$2,028
125-102	HD35A-22	10' Digger	HD35-10	-\$3,007
125-102	HD35A-22	All Wheel Drive	AWD	\$23,197
271-103	AC18-70B-(HL)	Hydraulic Telescopic Crane	BASE	\$179,326



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
All SINS	DIGGER DERRICK AUGER OPTIONS	18" Diameter Dirt Auger Full Flight - 2 1/2" Hex	UA18	\$1,138
All SINS	DIGGER DERRICK AUGER OPTIONS	24" Diameter Dirt Auger Full Flight - 2 1/2" Hex	UA24	\$1,349
All SINS	DIGGER DERRICK AUGER OPTIONS	30" Diameter Dirt Auger Full Flight - 2 1/2" Hex	UA30	\$1,797
All SINS	DIGGER DERRICK AUGER OPTIONS	9" Rock Ripper Auger Full Flight - 2 1/2" Hex	UAR09	\$1,016
All SINS	DIGGER DERRICK AUGER OPTIONS	12" Rock Ripper Auger Full Flight - 2 1/2" Hex	UAR12	\$1,017
All SINS	DIGGER DERRICK AUGER OPTIONS	18" Rock Ripper Auger Full Flight - 2 1/2" Hex	UAR18	\$1,290
All SINS	DIGGER DERRICK AUGER OPTIONS	24" Rock Ripper Auger Full Flight - 2 1/2" Hex	UAR24	\$1,479
All SINS	DIGGER DERRICK AUGER OPTIONS	30" Rock Ripper Auger Full Flight - 2 1/2" Hex	UAR30	\$1,505
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	10" Diameter Rock Auger for Pressure Digger	PDR10	\$2,287
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	18" Diameter Rock Auger for Pressure Digger	PDR18	\$2,492
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	24" Diameter Rock Auger for Pressure Digger	PDR24	\$3,741
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	36" Diameter Rock Auger for Pressure Digger	PDR36	\$4,062
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	48" Diameter Rock Auger for Pressure Digger	PDR48	\$4,970
All SINS	CHASSIS OPTIONS	INTERNATIONAL CREW CAB	CC	\$7,246
All SINS	CHASSIS OPTIONS	FORD SUPER CAB	FSC	\$1,979
All SINS	CHASSIS OPTIONS	FORD CREW CAB	FCC	\$2,917
All SINS	CHASSIS OPTIONS	CALIFORNIA EMISSIONS CERTIFICATION from Chassis Supplier that States Engine Supplied is Legal in California	CEC	\$113
All SINS	CHASSIS OPTIONS	DRIVER CONTROLLED LOCKING DIFFERENTIAL	D1	\$1,430



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	TRACTION TYPE DIFFERENTIAL (No-Spin) / Automatic Type that Transfers Power from Slipping Wheel to Non-Slipping Wheel	D3	\$1,254
All SINS	CHASSIS OPTIONS	DELETE AIR CONDITIONING / Air Conditioning Deleted from Chassis. (Receive Credit on Chassis)	DA	-\$525
All SINS	CHASSIS OPTIONS	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	DSS2	\$1,019
All SINS	CHASSIS OPTIONS	ENGINE BLOCK HEATER OEM. 110-VAC	EH	\$96
All SINS	CHASSIS OPTIONS	ENGINE COMPRESSION BRAKE (Excluding M7)	ECB	\$1,066
All SINS	CHASSIS OPTIONS	ENGINE EXHAUST BRAKE	EXB	\$710
All SINS	CHASSIS OPTIONS	WINTERIZATION TO - 47 DEGREES. Drain and Refill Radiator with Antifreeze with Protection Down to - 47 Degrees	H4	\$204
All SINS	CHASSIS OPTIONS	HYDRAULIC TRANSMISSION RETARDER (Only Available for 7000 Series Models)	HTR	\$9,974
All SINS	CHASSIS OPTIONS	MILITARY MARKINGS Tags, Data Plates, and Forms	MIL	\$273
All SINS	CHASSIS OPTIONS	MILITARY MARKINGS (License Plate Option) Data Plates, and Forms	MIL1	\$274
All SINS	CHASSIS OPTIONS	TRAILER LIGHTING CABLE. 110" Coiled Electric Cable with 7-Way Female Trailer Plugs on Each End. To Go With Option TBC or TTP. MUST BE SPECIFIED.	MTL	\$44
All SINS	CHASSIS OPTIONS	MOTORIZED SIDE MIRRORS	RM3	\$452
All SINS	CHASSIS OPTIONS	FORD POWER EQUIPMENT (Power Locks and Power Windows)	FE	\$933
All SINS	CHASSIS OPTIONS	CALIFORNIA EMISSIONS CERTIFICATION from Chassis Supplier that States Engine Supplied is Legal in California	FCC	\$502
All SINS	CHASSIS OPTIONS	INTERNATIONAL CD PLAYER, CRUISE CONTROL & TILT STEERING	IE	\$614
All SINS	CHASSIS OPTIONS	SILICONE RUBBER HOSES with Stainless Steel Clamps	SC	\$265
All SINS	CHASSIS OPTIONS	ENGINE OIL HEATER W/ BLOCK & CORD 110-VAC Immersion Heater with 25' Cord Installed in Oil Pan.	SEHB	\$697
All SINS	CHASSIS OPTIONS	IN-LINE FUEL WARMER. Uses Engine Coolant To Warm Fuel in lines Before Entering Engine. Maximum Heated Temperature for Fuel 80 Degrees Under Any Circumstance.	SEHC	\$662



Altec Industries GSA Price List
Revised 5/15/15

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	IN-TANK FUEL WARMER. Uses Engine Coolant To Warm Fuel in Tank Before Pumping to Engine. Maximum Heated Temperature for Fuel 80 Degrees Under Any Circumstance.	SEHD	\$957
All SINS	CHASSIS OPTIONS	STANDARD RUSTPROOFING. Manufacturers Standard Rust Proof Installed on Cab and Body and In Doors. RUSTPROOF MATERIAL USED, ANCHOR TUFLEX RP/785, Light Brown in Color	SRP	\$295
All SINS	CHASSIS OPTIONS	INTERNATIONAL SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered. Front Tire	STF	\$1,104
All SINS	CHASSIS OPTIONS	INTERNATIONAL SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered. Rear Tire	STR	\$1,104
All SINS	CHASSIS OPTIONS	FORD SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option Is Ordered.	FS	\$295
All SINS	CHASSIS OPTIONS	SPARE TIRE CARRIER. Mounted in the Cargo Area of Truck with Chain Retainer. Can be Ordered without STA or STB for Use with Previously Owned Spare Tire.	STC	\$275
All SINS	CHASSIS OPTIONS	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	TBE	\$222
All SINS	CHASSIS OPTIONS	VERTICAL EXHAUST. Mounted to Back of Cab. Vertical Tailpipe with Guard and Grab Handle	VES	\$229
All SINS	CHASSIS OPTIONS	70 Gallon Fuel Tank (International Chassis Only)	FT	\$233
All SINS	CHASSIS OPTIONS	EXPORT PREPARATION. Locking Compartments, Banding Loose Material, and Coating Cylinders with Cosmoline	XP	\$420
All SINS	CHASSIS OPTIONS	Pre-heater for chassis, installed	EPH	\$3,200

WARRANTY PROFILE

WARRANTY

Products designed and manufactured by Altec Industries, Inc. are warranted to be free from defects in material and workmanship at the time of initial delivery subject to the following provisions:

For one (1) year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of the initial delivery. During the first ninety (90) days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such one (1) year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility.

This limited warranty does not cover: (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs and bulletins; (b) products which have not been mounted in accordance with Altec installation procedures; (c) products not manufactured by Altec which are supplied by Altec on special order; (d) products which are repaired without using original Altec parts; or (e) transportation or delivery to an Altec service facility or the customer's location.

DOMESTIC USE

When vehicles are used within the continental United States, the warranty shall include the furnishing, without cost to the Government (FOB Altec's nearest dealer or branch to vehicle's location or station), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the Government elects to have the work performed at Altec's plant, branch, dealership, or with Altec's approval (i) to correct the supplies itself; or (ii) to have them corrected by a commercial garage facility; the cost of the labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by Altec.

FOREIGN USE

When vehicles are used outside the continental United States, including Puerto Rico and the Virgin Islands, the warranty shall include the furnishing of new parts or assemblies to replace any returned to Altec by the Government that failed or malfunctioned within the warranty period. The replacement parts or assemblies shall be delivered by Altec to the port of embarkation in the United States designated by the Government. Altec will not be required to bear the cost of the labor involved in correcting defects in vehicles operated in foreign countries.

WARRANTY EXCEPTIONS

The following items are considered normal maintenance and repair for which Altec need not assume liability for reimbursing the Government regardless of the vehicle age or mileage.

- Abuse, negligence, or unapproved alteration of original parts
- Damage from accidents
- Brake and standard clutch adjustments
- General tightening, headlamp adjustments
- Wheel alignment or tire balancing
- Tires and batteries (if warranted by their manufacturers)
- Miscellaneous expenses such as fuel, towing, telephone, travel, lodging, or loss of personal property

Altec Installation Centers

Southern Operation

Altec Industries, Inc
1730 Vanderbilt Road
Birmingham, AL 35234
205-323-8751

Northern Operation

Altec Industries, Inc
5201 West 84th Street
Indianapolis, IN 46268
317-872-3460

Western Operation

Altec Industries, Inc
325 Industrial Way
Dixon, CA 95620
916-678-800

South Eastern Operation

Altec Industries, Inc
1550 Aerial Way
Creedmoor, NC 27522
919-528-2535

Midwest Operation

Altec Industries, Inc
2106 South Riverside Road
St. Joseph, MO 64507-9799
816-364-2244

Roanoke Operation

Altec Industries, Inc
325 South Center Drive
Daleville, VA 24083
540-992-5300

Elizabethtown Operation

Altec Industries, Inc
200 Altec Drive
Elizabethtown, KY 42701
270-360-600

Hi-Line Operation

Altec HiLine, LLC
1255 Port Terminal Drive
Duluth, MN 55816-0288
218-722-9200

Eastern Operation

Altec Industries, Inc
250 Laird Street
Plains, PA 18705
717-822-3104

Burnsville Operation

Altec Industries, Inc
150 Altec Drive
Burnsville, NC 28714
828-678-5500

Altec Service Centers

Alabama

Altec Service Center
1730 Vanderbilt Road
Birmingham, AL 35234
205-458-1599

Georgia

Altec Service Center
287 First Street
Forest Park, GA 30050
404-363-3602

Colorado

Altec Service Center
641 Telluride Street
Aurora, CO 80011-7818
303-364-9515

Indiana

Altec Service Center
5201 West 84th Street
Indianapolis, IN 46268
317-802-3875

Oregon

Altec Service Center
13817 NE Sandy Blvd
Portland, OR 97230
503-253-3900

Florida

Altec Service Center
2570 Old Okeechobee Road
West Palm Beach, FL 33409
561-686-8550

Texas

Altec Service Center
1001 Solon Road
Waxahachie, TX 75165
972-937-8284

Arizona

Altec Service Center
2505 W. Durango Street
Phoenix, AZ 85009
602-252-8841

Maryland

Altec Service Center
1434 Hughes Ford Road
Frederick, MD 21701
301-662-6262

Missouri

Altec Service Center
5202 E. 36 Highway
St. Joseph, MO 64507
816-236-1219

Missouri

Altec Service Center
1125 South Callahan Road
Wentzville, MO 63385
636-639-2260

Ohio

Altec Service Center
1236 Township Road 1175
Ashland, OH 44805
419-289-6066

California

Altec Service Center
2882 Pomona Blvd
Pomona, CA 91766
909-444-0444

California

Altec Service Center
2517 N Tyler Avenue
El Monte, CA 91733
818-448-9886

Texas

Altec Service Center
6902 East Orem Drive
Houston, TX 77075
713-336-6230

Massachusetts

Altec Service Center
28 Wales Street
Millbury, MA 01527
508-752-0660

Utah

Altec Service Center
1111 S 3200 W
Salt Lake City, UT 84104
801-972-6168

Pennsylvania

Altec Service Center
250 Laird Street
Plains, PA 18705
570-822-3104

North Carolina

Altec Service Center
800 Highway 152 East
China Grove, NC 28023
704-856-2040

**52.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (DEC 2014) (DEVIATION FEB 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or

division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.



December 2, 2015

City of Idaho Falls

General Services Administration (GSA)
Contract #GS-30F-1028G
Contract Period: May 9, 2013 – August 7, 2017

Ms. Carlson,

Altec Industries, Inc. has been a General Services Administration (GSA) schedule contractor, since 1997. Our awarded contract number is GS-30F-1028G, listed under GSA's Vehicle Multiple Award Schedule (VMAS); 23V - SIN's 125-102, 271-101 & 271-103. We were initially awarded our GSA contract in 1997 and it remains in current and active status today.

As many of our Local government customers understand, one of the GSA's goals is to simplify the administrative work of the Federal government, through acquisition management support. They facilitate the purchase of high-quality goods from quality commercial vendors, through the use of pre-negotiated contracts. The GSA's contracts ensure the "Best Pricing" for the Federal government to purchase goods and/or services, relative to a Contractor's commercial pricing. In order for non-federal customers to utilize Altec's GSA pricing, there is \$1000 surcharge applied to all "piggy-back" pricing. This fee keeps Altec in compliance with the terms and conditions agreed to in our GSA contract.

As a result of the GSA program's success within the Federal government, many state and local governments inquire about their own ability to utilize a GSA contractor's pricing. We commonly categorize this practice as piggy-back purchasing. Despite the fact that most of GSA's contracts, are not available for direct cooperative purchasing by state and local governments, the ability to "piggy-back" off an existing GSA contract is usually determined by the following variables:

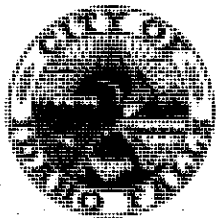
- Willingness of a GSA Supplier to extend their GSA contract pricing to a non-Federal customer
- State/Local government's procurement statutes and local regulations which allow the use of Federal Contracts
- Recognition that a Suppliers Federal contracts are considered Best Value and Best Pricing

In order for non-federal customers to utilize Altec's GSA pricing, there is \$1000 surcharge applied to all "piggy-back" pricing. This fee keeps Altec in compliance with the terms and conditions agreed to in our GSA contract. If you have any questions about Altec's GSA contract or its involvement with the Federal Government, please contact your local Altec Account Manager. If additional information is required, please feel free to contact me directly.

Thank you for your interest in Altec's Government Program. We look forward to assisting you with your procurement goals and projects.

Best regards,

Elana Martinez – National Account Manager
Altec Government Sales
Office: 205.995.4862
Cell: 303.416.0653
elana.martinez@altec.com



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249

FAX: (208) 612-8148

December 2, 2015

TO: Mayor and City Council

FROM: Municipal Services Department

SUBJECT: Waste Water Treatment Plant Farm Lease – Todd Jenkins

It is the recommendation of the Public Works and Municipal Services Department to approve the attached Farm Lease Agreement between the City of Idaho Falls and Todd Jenkins for City-owned property located at 4061 Glen Koster Lane, Idaho Falls, Idaho 83402. The term of the lease begins February 1, 2016 and ends on January 31, 2020. The total rental amount of the lease is \$45,000.

Public Works and Municipal Services does not anticipate that the property will be needed for public purposes during the term of this agreement. The farm lease agreement has been reviewed by the City Attorney and Public Works.

Respectfully,

A handwritten signature in cursive script that reads "Pamela Alexander".

Pamela Alexander

Municipal Services Director

A handwritten signature in cursive script that reads "Chandra Witt".

Chandra Witt

General Services Administrator

FARM LEASE

THIS AGREEMENT made this _____ day of _____, 2015, is made by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "LESSOR"), whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 and Todd Jenkins (hereinafter "LESSEE"), whose address is 2660 W. 33rd North, Idaho Falls, Idaho 83402.

WITNESSETH:

1. **Leased Property.** The LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to rent and lease from the LESSOR approximately one hundred forty-two (142) acres of certain real property situated in Bonneville County, Idaho, and illustrated in Exhibit "A" attached hereto, during the time periods set forth below. Such real property shall be hereinafter referred to as the "Premises."

2. **Term.** The term of this lease is fifty-nine (59) months, commencing on February 1, 2016, and ending January 31, 2020.

3. **Rental.** LESSEE agrees to pay LESSOR the sum of forty-five thousand dollars (\$45,000) as rent for the Premises, payable in advance as follows:

\$4,500 on or before April 1, 2016
\$4,500 on or before December 31, 2016
\$4,500 on or before April 1, 2017
\$4,500 on or before December 31, 2017
\$4,500 on or before April 1, 2018
\$4,500 on or before December 31, 2018
\$4,500 on or before April 1, 2019
\$4,500 on or before December 31, 2019
\$4,500 on or before April 1, 2020
\$4,500 on or before December 31, 2020

4. **Indemnification and Hold Harmless.** LESSEE agrees to indemnify and hold harmless LESSOR from all claims of any kind or nature by any person or entity for injuries to person or property upon or about the leased Premises by reason of anything done, suffered, or permitted to be done or in any way caused by the acts or omissions of LESSEE, and its agents, employees, or servants. LESSEE further agrees to maintain adequate Worker's Compensation Insurance as may be required by law. LESSEE also agrees to procure and maintain throughout the term hereof a policy of public liability insurance with liability limits of not less than five hundred thousand dollars (\$500,000) combined single limit for personal injury and property damage or the monetary limit set forth in Idaho Code Section 6-926, whichever is greater, insuring the LESSOR and LESSEE from liability or claims arising from LESSEE's use of the Premises. LESSOR shall be a named insured under the policy. LESSEE shall provide LESSOR with proof of such insurance within ten (10) days of the execution of this lease. Such policy shall have an endorsement in favor of LESSOR prohibiting cancellation except upon thirty (30) days' prior written notice to LESSOR.

5. Taxes and Assessments. LESSOR shall pay all real property taxes and water assessments levied against the Premises. LESSEE shall pay all other assessments, utilities, assessments or fees, lawfully assessed, in conjunction with LESSEE's use of the Premises, including but not limited to the electrical energy charges for the irrigation pump.

6. Fencing. LESSOR may install fencing along the perimeter of the Premises at any time, however, LESSEE shall have no obligation to pay for the same. LESSEE will maintain all fencing, whether now existing or hereafter installed by LESSOR, provided, however all materials for said repair and maintenance shall be furnished by LESSOR unless the fence is damaged by the LESSEE or if such repair and maintenance expense was caused by actions of LESSEE or his officers, employees, or agents, in which case LESSEE shall promptly make such repairs or undertake such maintenance at his sole expense. All repairs or maintenance by LESSEE shall be promptly undertaken as soon as possible after the damage or need for maintenance is discovered by either LESSOR or LESSEE.

7. Termination for Public Use. This Lease may be terminated by LESSOR at any time if it is determined by LESSOR that any or all of the said land is needed for public use or the public good. In the event of such termination, LESSEE shall be given ninety (90) days' prior written notice of such termination and LESSOR shall reimburse LESSEE for its costs incurred in planting crops growing upon such portion of the Premises at the time the notice of termination is given and which cannot be harvested by LESSEE within such ninety (90) day period.

8. Nondiscrimination. LESSEE shall not discriminate against any person on the grounds of race, color, sex, or national origin and shall not permit any such discrimination by any of its employees, agents, or servants.

9. Termination. LESSEE agrees that at the expiration of the term of this Lease it will yield up the possession to LESSOR without demand or notice, and in as good order and condition as when the same was entered upon by LESSEE, ordinary wear excepted.

10. Assignment. LESSEE shall not assign, lease, sublease, or permit any person or persons to occupy, improve, or make any alterations to the Premises without the express written approval of LESSOR.

11. Farming of Premises. LESSEE covenants to farm said Premises in a manner employing good and reasonable practices of husbandry customary within the industry and will not allow or permit waste thereon. LESSEE shall not apply any fertilizer to the soil without LESSOR's permission. LESSEE shall preserve and keep all fruit and ornamental trees, vines, and shrubbery that are now on or may be planted upon the Premises from injury by plowing or from cattle, or any other livestock, or any chemical damage caused by LESSEE's use of chemicals, and further shall keep said Premises reasonably free from brush, noxious weeds and burrs. LESSEE shall keep said Premises and the fences or other improvements in proper repair. LESSEE shall comply with all statutes, ordinances, or regulations relating to the control or eradication of weeds on said Premises or the roads adjacent thereto. LESSEE shall keep in good repair all irrigation ditches and laterals serving the Premises in any manner and will not permit water to break out from said ditches. LESSEE shall not burn any stubble or weeds located upon the Premises.

12. Possession and Sludge Application. LESSEE shall be entitled to possession of the Premises for a period commencing on April 15th and ending on September 30th of each year during the term of this Lease. LESSOR shall be entitled possession of the Premises between October 1st of each year and April 14th of the following calendar year. (Said period hereafter

FARM LEASE

being referred to as the "Off-Season"). During the Off-Season, LESSOR shall have the right to apply sludge generated by the Idaho Falls Sewage Treatment Plant to and upon the Premises, provided such sludge is applied in accordance with a sludge management plan approved by the U.S. Environmental Protection Agency. During the time in which LESSEE is in possession of the Premises, LESSEE shall plant only crops approved in advance by LESSOR prior to the commencement of LESSEE's possession rights for the calendar year. LESSEE shall have the affirmative obligation to plant a crop each year and his or her failure to do so shall be considered as a default of LESSEE's obligations under this Lease. Prior to the commencement of the Off-Season during each year of this Lease, LESSEE shall clear the Premises of all debris, equipment, hand lines, wheel lines, pivots, or other items of equipment or things which would obstruct or impair LESSOR's application of sludge upon the Premises. In no event may harvested crops be stored on the Premises during the Off-Season. Prior to the termination of the Off-Season period, LESSOR shall remove the sludge application drop pipes and the center pivots sprayers and turn off the valves used for the application of the sludge.

13. Use and Maintenance of Irrigation Equipment. LESSEE shall have the right to use the center pivot irrigation systems, hand irrigation lines and the Johnston 75 h.p. pump on the Premises. Whenever LESSEE uses the center pivot irrigation systems, LESSEE shall maintain said systems in a good, workable condition and return the same to LESSOR at the commencement of the Off-Season and at the termination of this Lease, in as sound as condition as it now is, normal wear, tear, and depreciation excepted. LESSEE will maintain all mechanical equipment in accordance with manufacture's recommendations. LESSEE shall maintain the irrigation nozzles for the center pivot systems. Prior to the expiration of the Off-Season, LESSEE shall drain and winterize the pivot systems and irrigation pump and irrigation lines. Damages due to improper winterization of all irrigation facilities shall be repaired at LESSEE's sole expense. During the Off-Season, LESSEE shall maintain and properly store all hand irrigation lines at a safe, secure and adequate off-Premises location.

14. Irrigation Water. LESSEE shall have the right to divert and use all irrigation water available from LESSOR's water rights appurtenant to the Premises, provided however, LESSEE shall have the obligation to coordinate its use of such irrigation water with the canal company or irrigation district providing such irrigation water. LESSEE shall fully comply with all rules, regulations and practices of such canal company or water district with respect to LESSEE's use of the irrigation water rights associated with the Premises.

15. Right of First Refusal for Renewal. LESSEE shall have a right of first refusal during the term hereof and for a period of six (6) months after the expiration hereof to lease the Premises for an additional or extended term, subject to the following terms and conditions. In the event LESSOR shall obtain or receive an offer to lease the Premises, it shall not lease the Premises to any other person without first delivering a copy of such offer in writing to LESSOR. LESSEE shall thereafter, have the right to lease the Premises upon the identical terms and conditions as contained in such written offer, provided that within fifteen (15) days after the date of delivery by LESSOR of a copy of such written offer, LESSEE delivers written notice of its intention to exercise this right of first refusal and of its acceptance of the terms and conditions set forth in such written offer to lease. Within three (3) days after its receipt of LESSEE's notice of intention to exercise such right of first refusal, LESSOR shall deliver to LESSEE an executable copy of the new Lease and LESSEE shall thereafter execute and deliver to LESSOR a fully executed copy of such Lease within three (3) days thereafter.

16. **Attorney's Fees.** LESSEE agrees to pay all costs, expenses, and attorney's fees incurred by LESSOR in enforcing any of the covenants of this Lease.

17. **Time of Performance and Default.** Time as well as strict and faithful performance of each and every covenant and condition of this Lease is expressly made the essence of this Lease. If LESSEE defaults in the payment of any part of the rent when the same shall become due, files a bankruptcy proceeding, or has an involuntary bankruptcy proceeding commenced against it, enters into a composition with creditors, or fails to keep, perform, or observe any of the covenants or agreements contained herein, and such default shall remain so for a period of fifteen (15) days after written notice shall have been delivered to LESSEE, LESSOR may declare this Lease forfeited, take possession of the Premises, and/or pursue any other remedy at law or in equity. The remedies set forth herein shall be considered cumulative and optional remedies and not a waiver of any right or remedy that LESSOR would otherwise have at law or in equity to enforce performance of this agreement or to recover damages for breach thereof.

18. **Notice.** All notices required or permitted to be given by the parties under the terms of this agreement shall be deemed delivered upon deposit of a copy of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the receiving party at the address set forth hereinbelow, or such other address as may be delivered in writing to the sending party. For the purposes of this paragraph, the parties' addresses are as follows:

City of Idaho Falls
General Services
PO Box 50220
Idaho Falls, ID 83405-0220

Todd Jenkins
2660 W. 33rd North
Idaho Falls, Idaho 83402

In the event either party desires to change their mailing address, then notice thereof shall be given to the other party in the manner set forth above.

19. **Entire Agreement.** The parties acknowledge that this Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the LESSOR and LESSEE concerning the lease of the Premises and that there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are expressly set forth in this Agreement. No alteration, amendment, modification, change, or addition to this Agreement shall be valid unless in writing and executed by the parties to this Agreement.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton
City Clerk

By: _____
Rebecca L. Noah Casper
Mayor

LESSEE

By _____
Todd Jenkins

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of October, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)

Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

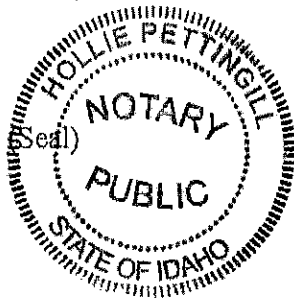
STATE OF IDAHO)

) ss:

County of)

On this 2nd day of ~~October~~ ^{November}, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Todd Jenkins, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is authorized to executed the same for and on behalf of his own behalf.

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



Hollie Pettingill
Notary Public for State of Idaho
Residing at: City of Idaho Falls
My Commission Expires: 3-26-2021

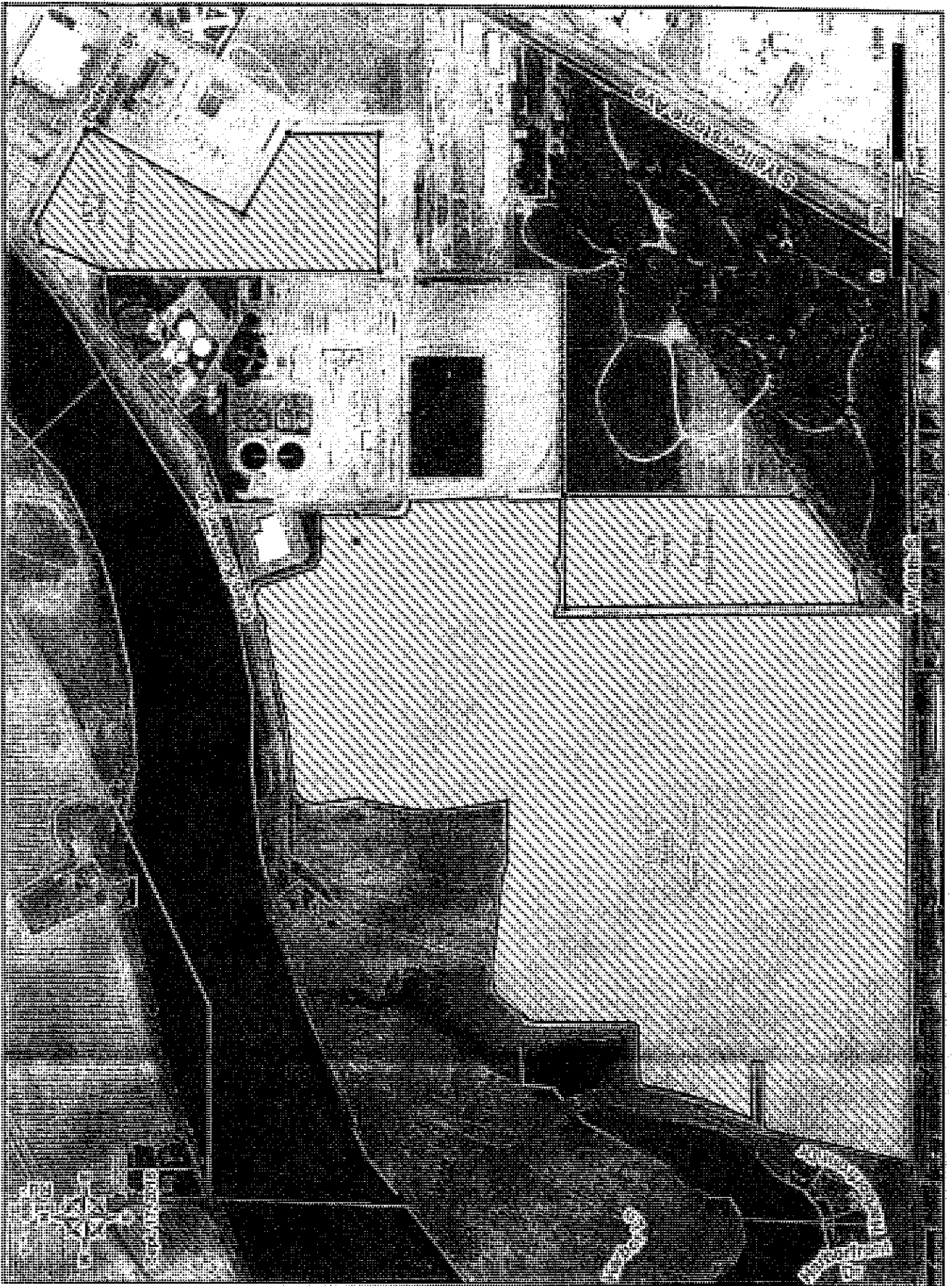


Exhibit "A"



A Department of the City of Idaho Falls

"A community with its own kind of energy"

MEMORANDUM



To: Mayor Casper and City Council
From: Jackie Flowers, General Manager
Date: December 4, 2015
Re: Approve Non-Disclosure Agreement with Elster Solutions LLC

Idaho Falls Power has completed deployment of an upgrade to our meter system with Elster Solutions LLC. As part of the city-wide software conversion to Cayenta, IFP will be working with Elster Solutions LLC to integrate the two systems. In order to complete that integration, we are requiring an updated Non-Disclosure Agreement with Elster Solutions LLC.

Idaho Falls Power respectfully requests City Council approve the Non-Disclosure Agreement with Elster Solutions LLC and authorize Mayor Casper to execute the document.

JRF/699

Enclosures

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective this 2nd day of October, 2015 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company with offices located at 208 South Rogers Lane, Raleigh, NC 27610, USA (hereinafter "Elster"), and Idaho Falls Power, a department of the city of Idaho Falls, Idaho, a municipal corporation of the State of Idaho with offices located at 140 S Capital Ave, Idaho Falls, ID 83402, USA (hereinafter "Idaho Falls"), collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, a Party may from time to time disclose to the other Party certain confidential and proprietary information (hereinafter "Confidential Information") during the course of discussions between them relating to a Party's products and services; and

WHEREAS, the Parties desire to protect the confidential and proprietary nature of such Confidential Information; maintain a Party's respective rights in such Confidential Information; and prevent unauthorized use and disclosure.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, the Parties intending to be legally bound, hereby agree as follows:

1. **Term** – The term of this Agreement is three (3) years from the Effective Date. During the term of this Agreement, either Party receiving Confidential Information (a "Receiving Party") from the other Party (a "Disclosing Party") shall hold the Confidential Information in confidence; shall use the Confidential Information for evaluation purposes only; and shall not reproduce the Confidential Information unless necessary in connection with the purpose, without the prior written consent of the Disclosing Party.

A Party's obligation of confidentiality and restriction on use with regards to Confidential Information disclosed during the term of this Agreement shall survive for an additional period of two (2) years from Agreement expiration.

2. **Non-Disclosure** - Each Party shall maintain in confidence any and all Confidential Information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any tangible or non-tangible form from the other Party, and whether marked or identified as Confidential Information at the time of disclosure. Confidential Information includes but is not limited to the terms of this Agreement, trade secrets, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, third party information obtained under written agreement of confidentiality, and other technical, business, pricing, financial, customer and product development information, plans and data (whether or not reduced to writing), disclosed by the Disclosing Party and identified by Disclosing Party as confidential or proprietary, or would reasonably be known to be Confidential Information by a Representative (defined below) using reasonable business judgment. Except as described below, the Receiving Party will not disclose such Confidential Information to any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than reasonable precautions to maintain confidentiality with respect to the Confidential Information, and to prevent disclosure thereof to persons other than its and its affiliates employees, officers, directors, accountants, attorneys, consultants, contractors and agents (collectively, "Representatives") who need access to such Confidential Information to carry out their obligations under this Agreement. Prior to any Representative or permitted third party receiving any Confidential Information, such Representative or permitted third party authorized to receive Confidential Information will first be advised of the restrictions on use and confidentiality obligations herein and will also be bound by written obligations no less restrictive than the provisions of this Agreement..

Upon termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of any Confidential Information, except that the Receiving Party may retain a copy of the Confidential Information for its use in connection with the prosecution or defense of any dispute arising from this Agreement, and/or for archival purposes, provided that any Confidential Information retained pursuant to such requirements remains subject to the restrictions on use and confidentiality and nondisclosure obligations of this Agreement for as long as such Confidential Information is retained. Notwithstanding the foregoing, to the extent it

would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that is made as a part of such Party's routine systems back-up procedures, provided that any Confidential Information so retained remains subject to the confidentiality and nondisclosure obligations of this Agreement for as long as such Confidential Information is retained.

3. Additional Restrictions on Use - The Receiving Party shall not modify, copy, adapt, reverse engineer, create derivative or mask works, or make use of any Confidential Information disclosed under this Agreement unless otherwise authorized herein.

4. Exclusions - Confidential Information does not include information that

- 4.1. at the time of disclosure is known to or already in the possession of the Receiving Party or Representatives, free of restriction as evidenced by documentation in the Receiving Party's possession;
- 4.2. is independently developed by or for the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party, as evidenced by documentation in the Receiving Party's possession;
- 4.3. is lawfully received free of restrictions from a third party source without breach of this Agreement;
- 4.4. at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party;
- 4.5. the Disclosing Party agrees in writing that the Confidential Information is free of such restrictions.

If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall however continue to be subject to the prohibitions and restrictions set out in this Agreement.

Confidential Information may be disclosed pursuant to a judicial order; lawful requirement of a statute, specifically title 74, chapter 1 of the Idaho Code; a governmental or administrative agency; or by operation of law. On such required disclosure, the Receiving Party shall use its best efforts to first advise the Disclosing Party of the requirement in order to give the Disclosing Party sufficient time to either respond to such order, seek a protective order or such other appropriate remedy otherwise available. The Receiving Party acknowledges that it shall only disclose that portion of the Confidential Information ordered, and that any information disclosed pursuant to this paragraph will continue to be regarded as Confidential Information pursuant to this Agreement.

5. Ownership - All right, title and interest in and to the Confidential Information shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree that this Agreement shall not be construed as a transfer or sale by a Disclosing Party of any rights whatsoever, by license or otherwise, in or to any of its Confidential Information, and no licenses or rights under any patent, copyright, trademark, or trade secret are granted or implied by this Agreement.

6. Injunctive Relief - The Parties acknowledge and agree that in the event of any threatened or actual breach of any provision of this Agreement, the extent of damages would be difficult or impossible to ascertain. The Parties further acknowledge and agree that in the event of such actual or threatened breach, the non-breaching Party will be entitled to seek specific performance, injunctive or other equitable relief, in addition to any relief to which it may be entitled at law or in equity, and that such rights of the Disclosing Party are in addition to any other remedies otherwise available to it.

7. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho United States, without regard to principles of conflicts of laws of such state. All actions hereunder or in relation hereto shall be brought and tried solely and exclusively in the state and federal courts located in Idaho Falls, Idaho, United States, and the Parties hereby expressly consent to the personal jurisdiction thereof.

8. General

- 8.1. In the event any provision of this Agreement shall for any reason be held as invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect



- 8.2. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and it may not be amended, waived, or in any manner modified except by a written instrument signed by an authorized representatives of the Parties.
- 8.3. This Agreement does not create an obligation on the part of either Party to enter into a contractual relationship, or compensate the other Party in any manner except as may be provided in a separate written agreement duly executed by the Parties. Each Party acknowledges and agrees that (i) the other Party may be discussing or may in the future discuss possible transactions with other companies that engage in one or more lines of business in which the acknowledging Party engages, and in the same geographic areas, and (ii) whether or not the Parties enter into a transaction with each other, nothing contained in this Agreement shall prohibit or in any way restrict, or be deemed to prohibit or in any way restrict, the ability of either Party to negotiate or enter into any other transaction, including without limitation with any direct or indirect competitor of acknowledging Party.
- 8.4. The waiver, express or implied, by either Party of any of its rights arising under this Agreement, shall not constitute or be deemed an ongoing waiver or a waiver of any other right hereunder, whether similar or dissimilar in nature.
- 8.5. Neither Party may assign this Agreement without the prior written consent of the other Party, such consent to not be unreasonably withheld or delayed; provided, however, that a Party's change of control shall not constitute an assignment if such Party's successor retains or assumes all of the obligations and liabilities of such Party hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 8.6. The Parties understand and acknowledge that any Confidential Information furnished by a Disclosing Party is being provided "as is" and that the Disclosing Party is making no representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information. Notwithstanding the forgoing, the Disclosing Party does warrant and represent to the Receiving Party that it has the right to disclose the Confidential Information hereunder.
- 8.7. Either Party shall notify the other Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information, and shall cooperate in a commercially reasonable manner to help such Party regain possession of such Confidential Information, and prevent further unauthorized use.
- 8.8. No agency, partnership, joint venture, or other joint relation is created between the Parties by this Agreement. Neither Party has authority to bind the other Party or to incur any obligation on its behalf.
- 8.9. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its duly authorized officer or representative.
- 8.10. Each Party hereto shall endeavor to limit the amount of information that is furnished to the other Party upon which confidentiality restrictions are imposed.

THE PARTIES HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

IDAHO FALLS POWER

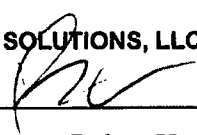
By: _____

Printed Name: _____

Title: _____

Date: _____

ELSTER SOLUTIONS, LLC

By: 

Printed Name: Robert Henes

Title: VP of Contracts & Proposals

Date: 11/24/2015



A Department of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: December 4, 2015
Re: Approve Change Order #6 for the Old Lower Plant Upgrade and Rewind Project

On June 19, City Council awarded the Old Lower Plant general contractor bid to HCMS in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets.

In the award memo addressed to Council, staff noted that the bid included some potential deducts that were to be explored as construction progressed. Exploration of those deducts resulted in the initial purchase order to HCMS being issued for \$320,400 less than the HCMS bid and Council authorized award level.

The contractor has recommended an alternative excitation system to ensure we can achieve the full rating of the generator. We have selected Option 1 of Change Order #6 which will retain our standardization of Basler equipment. Our engineer, Mooney Consulting, concurs that the change order is needed and that Option 1 is acceptable. Change Order #6 in the amount of \$172,082 leads to a new contract price of \$4,892,341.41.

Idaho Falls Power respectfully requests City Council approve Change Order #6 based on Option 1 for \$172,082 and authorize the Mayor to execute the document.

JRF/706

Attachment

C: City Clerk
Municipal Services
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CHANGE ORDER FORM

PROJECT: Old Lower Powerhouse Rehabilitation

CHANGE ORDER NUMBER: 006

DATE: 11/23/2015

CONTRACTOR:

Hydro Consulting & Maintenance Services
11836 N Reed Rd
Hayden, ID 83835

The Contract is changed as follows:

After reviewing the One Line Diagram supplied by the RFP documentation, KTY discovered that the DECS 250N maximum output is only 20 amps, which is far below the required output of 32 amps for the field of the Main DC Exciter. Since there is no available operating data of the old exciter, KTY Engineering is concerned that the DECS-250N AVR is undersized and will not provide the required amperage for reaching the full rated power of the generator.

The Scope is changed to include the following work items:

Therefore, HCMS/KTY recommends using Basler DECS 400 instead of the DECS 250N for the Project. Basler Electric provided two options for the excitation systems of Units 1 and 2. The following are all of the options for the excitation system of Old Lower Plant:

Option1

Install new DECS 400 (AVR) with a rated output of 125 VDC and 36 amps to replace the old Pilot Exciter. The PPT will be rated 8 KVA, 3-Phase, 60 HZ, 2,400/160 Volts. See attached KTY Exciter Recommendation for more information. The AVR cabinet size will be 36"W x 90"H x 36"D, and weighing 1000 lbs. The PPT size will be 16"W x 13.25"H x 8" D and weighing 110 lb.

Cost Breakdown (Include breakdown of time and materials):

Option 1 (DECS 400 AVR Cabinet)	
Engineering Cost (148 hours)	\$ 25,810.00
Materials Cost	
Unit 1 DECS 400 (AVR Cabinet)	\$ 78,446.00
Unit 2 DECS 400 (AVR Cabinet)	\$ 78,446.00
Wiring Upgrade	\$ 29,680.00
Material Credit	
Bid Proposed Basler 250	(\$ 36,800.00)
Bid Proposed Wiring	<u>(\$ 3,500.00)</u>

Subtotal for Option 1 \$172,082.00

Option 2

Install a new DECS 400 (Static Exciter) with a continuous current rating of 270 amps to replace the old Pilot Exciter, and the Main Exciter. The Static Exciter will provide regulated field directly to the generator field through the Slip Rings) without using any existing rotating DC Generators. The PPT will be rated 61 KVA, 3-Phase, 60 HZ, 2,400/160 Volts. See attached KTY Exciter Recommendation

for more information. The Static Exciter cabinet size will be 39"W x 90"H x 36"D. The PPT size will be 48"W x 23"H x 18" D.

Cost Breakdown (Include breakdown of time and materials):

Option 2 (DECS 400 Static Exciter)	
Engineering Cost (148 hours)	\$ 25,810.00
Material Cost	
Unit 1 DECS 400 (AVR Cabinet)	\$ 101,992.00
Unit 1 DECS 400 (AVR Cabinet)	\$ 101,992.00
Wiring Upgrade	\$ 36,040.00
Material Credit	
Bid Proposed Basler 250	(\$ 36,800.00)
Bid Proposed Wiring	<u>(\$ 3,500.00)</u>

Subtotal for Option 2 \$ 225,534.00

Option 3. DECS 250N

This option will be as required in the Contract. The DECS 250N (AVR) will be installed on the GTC of each unit. The following are the preliminary connections to each Static Exciter cabinet: from the Switchgear Cell 1 (G1) or Cell 2(G2) Pull 3/C # 12 AWG 600V for the voltage sensing, and 3/C # 10 AWG for the current sensing to the AVR cabinets. From the AVR cabinets pull 2/C # 8 AWG, 600V to the Main DC Exciters shunt winding pull box of each unit.

HCMS will purchase a Shunt Current rated 400 amps: 50mV, and BURKE will install it inside a pull box and the pull box will be installed on the Main Exciter housing. The purpose of the Shunt Current is to measure the DC Field Current of the generator, and will be wired in series with the output armature current of the Main Exciter (negative side).

From the DECS 250N (AVR) to the unit PLC (Digital Inputs (DI)) wire the following Exciter Output status with multi-conductors # 16 AWG unshielded, 600V: Star, Stop, OEL/UEL Limiter Alarms, Exciter in Auto, Exciter in Manual, Field Flash On, and Loss of Excitation Alarm.

From the unit PLC (Digital Outputs (DO)) wire the following wire the following Exciter Input commends with multi-conductors # 16 AWG unshielded, 600V: Start, Stop, Auto, Manual, Raise, Lower, Pre-Pos. 1, Pre-Pos. 2, Pre-Pos. 3, Alarm Reset, VAR/PF Mode Off, VAR Mode, PF Mode, FCR Mode, and FVR Mode.

Cost Breakdown (Include breakdown of time and materials):

Option 3 (DECS 250N)	
Engineering Cost	\$ 0.00
Material Cost	\$ 0.00

Subtotal for Option 3 \$ 0.00

HCMS/KTY does not agree with this option due to the fact that to-date there are no available operating data of the pilot exciter. Based on the nameplate rating, the pilot exciter is 12 amps larger than the 20 amp rating of the DECS-250N (AVR). HCMS/KTY is concerned that the DEC-250N will not have enough amperage to provide 100% capacity. Should client decide to proceed with this option, then KTY will note on the electrical single line diagram that KTY stamp excludes the selection of the DECS 250N.

Same as option 3, except instead of connecting the output of the AVR to the Main Exciter, we will connect it to the field winding of the Pilot Exciter. The output (Armature Winding) of the Pilot Exciter will be connected to the field winding of the Main Exciter. The output (Armature Winding) of the Main Exciter will be connected to the generator field winding through Slip Rings.

Option 4 (Pilot Exciter Rewind)	
Engineering Cost (148 hours)	\$ 25,810.00
Material Cost	
Unit 1 Pilot Exciter	\$ 12,528.00
Unit 1 Pilot Exciter	\$ 12,528.00
*IFP Cost for Repair of Both Pilot Exciters	\$ 68,000.00
Material Credit	
Bid Proposed Basler 250	(\$ 36,800.00)
Bid Proposed Wiring	<u>(\$ 3,500.00)</u>

***IFP to supply the repair of the pilot exciters**

Install new DECS 400 (AVR) with a rated output of 125 VDC and 36 amps to replace the old Pilot Exciter. The PPT will be rated 8 KVA, 3-Phase, 60 HZ, 2,400/160 Volts. See attached KTY Exciter Recommendation for more information. The AVR cabinet size will be 36"W x 90"H x 36"D, and weighing 1000 lbs. The PPT size will be 16"W x 13.25"H x 8" D and weighting 110 lb.

Option 5 (DECS 400 AVR Owner Furnished)	
Engineering Cost (148 hours)	\$ 25,810.00
Material Cost for Upgrade of Wiring	\$ 29,680.00
Material Credit for Proposed Basler 250	(\$ 36,800.00)
Material Credit for Upgrade of Wiring	<u>(\$ 3,500.00)</u>

Subtotal for Option 5 \$ 15,190.00

The options listed in this change order, with the exception of option 3, is a change in the original scope of work and as a direct result of KTY due diligence work. Therefore, the Change Order request for the additional engineering man-hours with Change Order #6 remains.

Idaho Falls Power has decided to go with Option 1 for Change Order 006.

Total Change Order Cost	\$ 172,082.00
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CHANGE ORDER IS NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR.

The original Contract Sum was	\$ 4,538,376.46
Net change by previously authorized Change Order	\$ 8,000.00
The Contract Sum prior to this Change Order was	\$ 4,720,259.41
The Contract Sum will be <u>increased</u> by this Change Order amount	\$ 172,082.00
The new Contract Sum including this Change Order will be	\$ 4,892,341.41

Delivery of equipment is 18 week. Cost for recommended Spare Parts are below If IFP buys direct from Basler. If purchased from HCMS add 22% Markup.

Idaho Falls Power will not purchase spare parts for this change order.

Option 1 Recommended Spare Parts


<u>Part Description</u>	<u>Quantity</u>	<u>Cost</u>
Field Isolation Transducer and Cable	1	\$ 2,020.00
Thyristor Gate Firing Control Module	1	\$ 3,226.00
Rectifier Bridge Semiconductor Protection Fuses	3	\$ 219.00
Metal Oxide Varistor for SCR Protection	1	\$ 1,802.00
	Total	\$ 7,267.00

Option 2 Recommended Spare Parts

<u>Part Description</u>	<u>Quantity</u>	<u>Cost</u>
Field Isolation Transducer and Cable	1	\$ 2,020.00
Thyristor Gate Firing Control Module	1	\$ 3,226.00
Rectifier Bridge Semiconductor Protection Fuses	3	\$ 238.00
Rectifier Control PC Board Assembly # 2	1	\$ 3,800.00
Gate Drive PC Board Assembly # 1	1	\$ 7,230.00
Fan for forced air cooled Rectifier Bridge	1	\$ 216.00
Metal Oxide Varistor for SCR Protection	1	\$ 466.00
	Total	\$ 17,196.00

CONTRACTOR

Hydro Consulting & Maintenance Services

By: 

Date: 11/23/2015

OWNER

City of Idaho Falls

By: _____

Date: _____



A Department of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: December 4, 2015
Re: Approve Change Order #8 for the Old Lower Plant Upgrade and Rewind Project

On June 19, City Council awarded the Old Lower Plant general contractor bid to HCMS in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets.

Change Order #8 provides for necessary rebuild of the turbine guide bearings for both units. Our engineer, Mooney Consulting, concurs that the change order is needed. Change Order #8 in the amount of \$73,944 leads to a new contract price of \$4,966,285.41.

Idaho Falls Power respectfully requests City Council approve Change Order #8 for \$73,944 and authorize the Mayor to execute the document.

JRF/707

Attachment

C: City Clerk
Municipal Services
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

CHANGE ORDER FORM

PROJECT: Old Lower Powerhouse Rehabilitation

CHANGE ORDER NUMBER: 008

DATE: 11/23/2015

CONTRACTOR:

Hydro Consulting & Maintenance Services
11836 N Reed Rd
Hayden, ID 83835

The Contract is changed as follows:

As part of our contract with IFP, HCMS has compared the Units 1 & 2 thrust block inside diameter shaft fit measurement to the generator shaft outside diameter of the thrust block journal measurement. The thrust block inside diameter fit was measured with a certified inside micrometer and checked with a certified outside micrometer. The generator thrust block shaft journal outside diameter was checked with same calibrated outside micrometer. See attached IFP Old Lower Power House Unit 1 & 2 Generator Shaft Journal, Thrust Block and Bearing Measurement Fit Inspections Report.

According to the Fist Volume 2-1 Alignment of Vertical Shaft Hydro units "The thrust block is usually a shrink fit onto the shaft and the runner is bolted or doweled to the block." The units at OLP have a thrust key that bolts to the thrust block after being inserted into a radial slot on the shaft. The results of our measurement shows that each thrust block fit has 0.002 clearance over the generator shaft thrust block journal. This clearance fit will cause issues with achieving the required tolerance in our alignment by allowing the weight of the rotor/ runner assembly to move in the fit to the thrust block, manipulating the plum and run out recordings. Also if allowed to run, it will cause premature wear/ fretting on the thrust block to shaft fit, alignment issues causing premature wear on the bearing surfaces and possible vibration issues.

As part of our contract with IFP, HCMS has Inspected Unit 1 & 2 Thrust Bearings, Upper Guide Bearing and Lower Guide Bearings. At Wagstaff, a visual inspection of the upper and lower guide bearings were performed. Wear was visible to all of the bearings. Unit 2 lower guide bearing has a visible crack in the Babbitt. The report that is attached you can see the photo of crack below. Measurements were recorded with a calibrated inside micrometer and verified with the same outside micrometer used to measure the corresponding journals of the thrust block ID and upper guide bearing journals. HCMS verified several of these measurements with our micrometers. See attached IFP Old Lower Power House Unit 1 & 2 Generator Shaft Journal, Thrust Block and Bearing Measurement Fit Inspections Report. HCMS also instructed Wagstaff AT to perform an Ultrasonic Test (UT) to determine the Bonding of the Babbitt material with steel structure of the bearing housing. See attached UT Bonding Criteria. As a result of the UT, both units, upper guide bearings and lower guide bearing were found to be completely unbonded. Both thrust bearings were found to be 80-90% unbonded. See attached Ox arc Inspection Report.

The Scope is changed to include the following work items:

HCMS/Wagstaff will Weld repair the Inside diameter of the thrust block bore according to the following work plan.

1. Fill in the existing vertical keyway in the bore with weld material.
2. Machine the bore out approximately 0.125".
3. Place weld material to build-up the bore approximately 0.250"
4. Place weld material to build-up the OD bore (bearing surface).
5. Inspect the features of the part.
6. Send the part out for stress relief.
7. Machine the bore, including a new keyway (in a location different from the original), and other surfaces of the part as required to bring the part into tolerance.
8. Verify the part is within spec.

HCMS Sub-contractor to; inspect, remove old babbitt bearing surface, clean, preparation for rebabbitting. Cast new babbitt surface on Units 1 & 2 thrust bearings, upper guide bearings and lower guide bearings. For proposed work scope please refer to the attached DXP Babbitt Bearing Repair General Specification for Spin Cast Repair of Journal Bearings. Thrust Plate repair would follow static casting procedures. Labor includes NDE ultrasound for bonding test on thrust bearing repair, upper guide bearing repair, and lower guide bearing repair.

Cost Breakdown (Include breakdown of time and materials):

Thrust Block Weld Repair	
Unit 1 Labor	\$ 10,224.24
Unit 1 Materials	\$ 1,527.76
Unit 2 Labor	\$ 10,224.24
Unit 2 Materials	<u>\$ 1,527.76</u>
Subtotal for both units on thrust block weld repair	\$ 23,504.00
Thrust Bearing Repair	
Unit 1 Labor	\$ 5,757.57
Unit 1 Materials	\$ 569.43
Unit 2 Labor	\$ 5,757.57
Unit 2 Materials	<u>\$ 569.43</u>
Subtotal for both units on thrust block weld repair	\$ 12,654.00
Upper Guide Bearing Repair	
Unit 1 Labor	\$ 8,061.95
Unit 1 Materials	\$ 2,143.05
Unit 2 Labor	\$ 8,061.95
Unit 2 Materials	<u>\$ 2,143.05</u>
Subtotal for both units on upper guide repair	\$ 20,410.00

Lower Guide Bearing Repair	
Unit 1 Labor	\$ 6,776.64
Unit 1 Materials	\$ 1,911.36
Unit 2 Labor	\$ 6,776.64
Unit 2 Materials	<u>\$ 1,911.36</u>
Subtotal for both units on lower guide repair	\$ 17,376.00
Total Change Order Cost	\$ 73,944.00

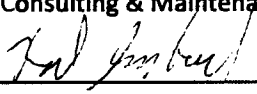
CHANGE ORDER IS NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR.

The original Contract Sum was	\$ 4,538,376.46
Net change by previously authorized Change Order	\$ 172,082.00
The Contract Sum prior to this Change Order was	\$ 4,892,341.41
The Contract Sum will be <u>increased</u> by this Change Order amount	\$ 73,944.00
The new Contract Sum including this Change Order will be	\$ 4,966,285.41

Delivery of equipment is six weeks and will not affect schedule or delay the complete date.

CONTRACTOR

Hydro Consulting & Maintenance Services

By: 

Date: 11/23/2015

OWNER

City of Idaho Falls

By: _____

Date: _____



A Department of the City of Idaho Falls

"A community with its own kind of energy"

MEMORANDUM



TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: December 4, 2015
Re: Approve Asset Purchase Agreement Between Rocky Mountain Power and City of Idaho Falls

Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls related to customer exchange of electrical service and assets at Fielding Cemetery.

Fielding Cemetery, which is in the Idaho Falls City limits, has historically been served by Rocky Mountain Power. Approval of this agreement will authorize a customer and asset transfer to allow Idaho Falls Power to serve Fielding Cemetery. Rocky Mountain Power is preparing an application to the Public Utility Commission to seek approval, in accordance with Sections 4.02 and 12 of the agreement. The City Attorney has reviewed the agreement.

In accordance with Idaho Falls City Code section 8-5-33, the Parks & Recreation Department will pay one-half of the total transfer fee which is \$49,321.61. The other one-half is paid by Idaho Falls Power.

Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document.

JRF/708

Attachment

Cc: City Clerk
City Attorney
Parks & Recreation Director
File

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____, 2015 is between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and Rocky Mountain Power an unincorporated division of PacifiCorp, an Oregon corporation. Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain distribution assets located at 4800 South Yellowstone Highway, Idaho Falls, Bonneville County, Idaho and more particularly described in Exhibit C, attached to this Agreement and incorporated herein.

WHEREAS, Buyer has agreed to purchase the distribution assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the distribution assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.01 "Assets" means those distribution assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.02 "Commission" means the Idaho Public Utilities Commission.

1.03 "Revenue Reimbursement Costs" means the amount equal to one hundred sixty seven percent (167%) of the total of revenue for the prior twelve (12) months from each of the customers transferred with the Assets and pursuant to this Agreement, as shown in Exhibit B and previously agreed upon between the Parties in that certain Asset Allocation Agreement, dated August 26, 2005.

1.04 "Legal and Transaction Costs" means costs in addition to the total cost of the Assets and incurred by Rocky Mountain Power in order to effectuate this transaction, as set forth in Exhibit A.

1.05 "Purchase Price" means the total price Buyer will pay to Rocky Mountain Power for (a) the Assets; (b) the Legal and Transaction Costs and (c) the Revenue Reimbursement Costs pursuant to Section 2 of this Agreement.

1.06 "Transferred Customers" means the Customers that will be transferred to Idaho Falls Power as a result of this transaction and whose meter numbers are listed in Exhibit B.

1.07 "Transfer Date" means the date upon which Rocky Mountain Power executes the bill of sale for the Assets and all of the Transferred Customers shall become the customers of Idaho Falls Power.

2. Sale and Purchase of Assets.

2.01 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.02 Purchase Price. The Purchase Price shall be FORTY-SIX THOUSAND EIGHT HUNDRED TWENTY-ONE AND 61/100 (\$46,821.61).

2.03 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.04 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 of this Agreement, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the bill of sale attached hereto as Exhibit D.

2.05 Sales, Transfer, and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Separation and Transfer, Operation and Maintenance; Risk of Loss

3.01 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.02 Separation and Transfer. The Parties mutually agree upon the following procedures for transferring possession and operation of the Assets: After the Transfer Date, the Assets shall no longer be, or deemed to be, part of Rocky Mountain Power's electrical system. Rocky Mountain Power will read its meters as of the Transfer Date and issue a final billing to the Transferred Customers for any energy used, and any other charges that have accrued prior to the Transfer date.

3.03 Immediately upon the Transfer Date Buyer shall be responsible for the reliable provision of electric service to, and all billings and collections from, the Transferred Customers and for any and all maintenance obligations of the Assets.

3.04 Transfer of Customers. Rocky Mountain Power shall relinquish electrical service to all of its residents at 11:59 a.m. Idaho Falls local time on the Transfer Date, or such other date as mutually agreed to by the parties in writing. Rocky Mountain Power shall be obligated to continue to provide service and entitled to receive payment from the sale and delivery of electric service up to the Transfer Date and Buyer shall have the authority and the obligation to provide electric service to the Transferred Customers and shall be entitled to receive payment from any electric service from and after 12:00 p.m. Idaho Falls local time on the day after the Transfer Date, unless otherwise agreed to by the Parties in writing. From and after the Transfer Date, service to the Transferred Customers shall be provided by Buyer.

3.05 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the Transfer Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.01 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.02 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation

or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.04 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.05 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.01 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.02 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.04 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any

express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.01 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 of this Agreement in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.02 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.03 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.04 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.05 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.01 Insurance. After the Transfer Date, Buyer shall carry insurance or liability coverage adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.02 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be

required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.03 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.04 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.05 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.06 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.01 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.02 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.03 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.04 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.05 of this Agreement.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.04 of this Agreement shall continue indefinitely.

10. Termination.

10.01 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before November 16, 2015 or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past January 31, 2016.

10.02 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set

forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.01 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.02 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.03 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.04 Jury Waiver. To the fullest extent permitted by law, each of the Parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

13.04 Limitation of Remedies. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR ECONOMIC LOSSES ARISING OUT OF ANY CLAIM, DEMAND, OR ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

13.05 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power: Rocky Mountain Power
 Aaron Gibson
 70 North 200 East
 American Fork, Utah 84003

With a copy to: Rocky Mountain Power
 Office of General Counsel
 1407 N. West Temple Suite 320
 Salt Lake City, Utah 84116

If to Buyer: Idaho Falls City Power
 Jackie Flowers
 140 South Capital Avenue
 Box 50220
 Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.06 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto with respect to the Assets defined in this Agreement, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.07 Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

IDAHO FALLS POWER

ROCKY MOUNTAIN POWER

By: _____

By: _____

Name: Rebecca Casper

Name: R. Jeff Richards

Title: Mayor, Idaho Falls

Title: Vice President and General Counsel

EXHIBIT A
DESCRIPTION OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Proposed Sale in Place, Idaho Falls, Idaho
Asset Valuation

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	UNIT	Sales Price
pole wood, 35 ft. cl 4	364	1968	1		\$774
pole wood, 40 ft cl 3	364	1994	1		\$1,237
pole wood,35 ft. cl 4	364	1968	1		\$774
pole wood, 30 ft. cl 5	364	1968	1		\$435
pole wood, 45 ft. cl 3	364	2003	1		\$1,704
pole wood, 45 ft. cl 3	364	2003	1		\$1,704
pole wood, 45 ft. cl 3	364	2003	1		\$1,704
pole wood, 45 ft. cl 3	364	2003	1		\$1,704
conductor,cu #6	365	1968	240		\$196
conductor,cu #6	365	1968	155		\$126
conductor,cu #6	365	1968	396		\$323
ovh secondary cable, #2 TX	365	1968	135		\$97
conductor, cu #6	365	1968	403		\$329
conductor, #1/0 quad	365	2003	30		\$22
conductor, #2aaac	365	2003	301		\$223
conductor, #2aaac	365	2003	305		\$226
conductor, #2aaac	365	2003	302		\$224
conduit, 2" schedule 40 PVC	366	1994	30		\$170
conduit, 3" schedule 40 PVC	366	2003	30		\$213
conductor,4/0 tx	367	1994	132		\$101
conductor, 1/0 quad urd	367	2003	135		\$92
xfmr,pole,25,7.2	368	1961	1		\$757
xfmr, pole, 10,7.2	368	1961	1		\$689
xfmr, pole, 25, 7.2, 277/480	368	2003	3		\$5,616
xfmr, pole, 25, 7.2, 277/480	368	2003	3		\$5,616
Total					<u>\$25,056</u>

EXHIBIT B
12 Prior Months Electric Bills

Idaho Falls

	Meter				
	<u>66844070</u>	<u>66643701</u>	<u>66832894</u>	<u>23589672</u>	<u>Total</u>
August-15	54.40	68.14	1,236.05	713.87	
July	51.84	64.38	1,257.77	823.26	
June	56.97	67.94	1,192.75	692.39	
May	61.81	66.47	979.40	272.78	
April	63.03	83.20	583.58	137.24	
March	252.02	99.00	37.82		
February	356.76	111.28	37.86		
January-15	363.31	142.27	37.86		
December-14	361.70	149.42	37.82		
November	395.27	136.27	37.90		
October	124.27	63.51	623.27		
September	<u>27.69</u>	<u>68.75</u>	<u>1,040.42</u>	<u>1.56</u>	
Total	2,169.07	1,120.63	7,102.50	2,641.10	13,033.30
	<u>X 167%</u>	<u>X 167%</u>	<u>X 167%</u>	<u>X 167%</u>	
Total	<u>\$ 3,622.35</u>	<u>\$ 1,871.45</u>	<u>\$ 11,861.18</u>	<u>\$ 4,410.64</u>	<u>21,765.61</u>

EXHIBIT C



EXHIBIT D

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: IDAHO FALLS

FOR VALUABLE CONSIDERATION totaling FORTY-NINE THOUSAND THREE HUNDRED TWENTY-ONE AND 61/100 (\$49,321.61), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls Power ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____, all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

DATED this _____ day of _____, 2015.

Rocky Mountain Power

By: _____
Name: R. Jeff Richards
Title: Vice President and General Counsel



A Department of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Jackie Flowers, General Manager
DATE: December 4, 2015
Re: Approve Joint Memorandum of Understanding with CenturyLink and Declare a Sole Source

Idaho Falls Power has a number of poles in our service territory that are joint use with CenturyLink, providing physical space for both Idaho Falls Power and CenturyLink. CenturyLink is performing an audit of their facilities and attachments within our service territory. Idaho Falls Power desires to update our pole attachment inventory in conjunction with their work as we prepare to enter into a formal joint use agreement.

Idaho Falls Power will be required to contribute its share of costs for the overall audit. The cost estimate for this work is \$35,000. Because Idaho Falls Power and CenturyLink occupy positions on the same power poles and CenturyLink has already engaged a company to conduct an audit of their facilities, it is highly impractical or impossible to separately bid each party's facilities attachments for audit. Additionally, Idaho Falls Power is not authorized to bid work on assets owned by CenturyLink. The City Attorney has reviewed this request and the associated Joint Memorandum of Understanding.

In recognition of these circumstances, staff requests City Council recognize CenturyLink as the sole source vendor for this work and that associated bidding requirements be waived and that Mayor Casper be authorized to execute the Joint Memorandum of Understanding with CenturyLink for an amount not to exceed \$35,000.

JRF/697

Attachment

Cc: City Clerk
City Attorney
file

PO Box 50220
140 S Capital
Idaho Falls ID 83405

Phone: 208-612-8430
Fax: 208-612-8435
www.ifpower.org

Joint Audit Memorandum of Understanding

Audit Cost Sharing of Jointly Used Poles Located in the City of Idaho Falls Territory

Parties:

This agreement is between the City of Idaho Falls and CenturyLink.

Purpose:

CenturyLink is performing pole audits throughout the City of Idaho Falls' service territory. The City of Idaho Falls is entering into this agreement with CenturyLink to cost share in this audit in exchange for detailed pole information.

The initial scope of the audit as described is not to be expanded without written request and authorization of both parties.

Scope of Service:

Services under this agreement will be performed by Alden Systems.

The audit work will collect the following attributes for the Joint pole records provided. Each Party may work independently with the Vendor to obtain additional attributes and will be solely responsible for any added costs.

POLE ATTRIBUTES

Pole owner
Power company pole number
CTL pole Number
Presence of Ownership tagging(if applicable)
Attached telephone company
Attached Power Company
Latitude
Longitude

Data Delivery:

A dataset consisting of the poles to be audited shall be provided by the City of Idaho Falls GIS database to CenturyLink or Alden Systems upon execution of this agreement.

The final audit data will be provided to Idaho Falls Power (a department of the City of Idaho Falls) in an 'Access Database' format and will include both pole and attachment details based on agreed upon data fields. The data set is to include all data attributes listed above. Each successive transmittal shall be incremental (not including data sent in previous transmittals).

Service Locations:

The City of Idaho Falls shall provide Alden Systems and CenturyLink with records of poles included in the scope of this audit. The data will include then current information:

Power pole number
Pole Owner
Latitude
Longitude

Service Specifications/Performance Standards:

Service performed by Alden Systems shall meet industry standards and shall be free of deficiencies and defects of materials, workmanship, design and/or performance.

Acceptance:

Either party may perform independent verifications of the work performed by Alden at any time.

Status Reports:

CenturyLink and the City of Idaho Falls will meet with contractor on mutually agreed upon intervals to receive status of inventory activity. Written status reports may be requested of contractor by either party.

Client Contacts:

CenturyLink and the City of Idaho Falls will have a single point of contact available for any questions that may arise during this audit.

CenturyLink
Marcy Aguon
Joint Use Finance Analyst
360-905-7981

Idaho Falls
Richard Malloy
Engineering Manager
208-612-8428

Service Fees:

Alden Systems will bill CenturyLink for all audit work performed. The City of Idaho Falls shall pay CenturyLink based on the following guidelines:

1. Pole has Power attached and NO CenturyLink – 100% cost billed by contractor
2. Pole has CenturyLink and Power attached – 50% cost billed by Contractor
3. Pole has CenturyLink attached and NO Power - \$0.00

Exceptions to this must be approved, in writing, by and authorized by the City of Idaho Falls and CenturyLink representative.

Billing:

CenturyLink will invoice Idaho Falls Power (a department of the City of Idaho Falls) each month for the work paid for during the previous month. Idaho Falls Power will remit payment within 30 days of receipt of the invoice.

Mayor Rebecca Casper
City of Idaho Falls

Signature

Name Typed or Printed

Title

Date

CenturyLink



Signature

Marcy Aguon

Name Typed or Printed

Joint Use Finance Analyst

Title

12/4/2015

Date



City of Idaho Falls

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: December 2, 2015

Subject: **COOPERATIVE AGREEMENT FOR SEWAGE TREATMENT AND COLLECTION - IONA BONNEVILLE SEWER DISTRICT (IBSD)**

Attached for your consideration is a Cooperative Agreement for Sewage Treatment and Collection with the Iona Bonneville Sewer District (IBSD). The agreement is for a period of five (5) years and replaces the previous agreement that expired in 2014. The sewer service agreement also addresses an increase to the IBSD sewer service area.

Public Works recommends approval of the cooperative agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
D Smith

2015-115

COOPERATIVE AGREEMENT FOR SEWAGE COLLECTION AND TREATMENT
IDAHO FALLS – IONA BONNEVILLE SEWER DISTRICT

THIS COOPERATIVE AGREEMENT FOR SEWAGE COLLECTION AND TREATMENT (hereinafter “Agreement”), made this day ____ of _____, 2015, between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405, (hereinafter “Idaho Falls”), and the IONA-BONNEVILLE SEWER DISTRICT, (hereinafter “IBSD”), whose address is 3395 Leihm Lane, Idaho Falls, Idaho, 83401.

WHEREAS, Idaho Falls and IBSD have been under a long term agreement where Idaho Falls has agreed to convey, accept and treat domestic and commercial sewage effluent flowing from and within the boundaries of IBSD Sewer Service Area; and

WHEREAS, the term of that long term agreement has ended and Idaho Falls and IBSD desire to enter into a new agreement; and

WHEREAS, IBSD in conjunction with Idaho Falls has established reasonable boundaries for the IBSD Sewer Service Area.

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Definitions

- 1.1. Industrial Wastes: any flow discharged to the waste water treatment system identified in the current Standard Industrial Classification Manual.
- 1.2. IBSD Boundary: The outlying boundary of IBSD as recognized by the State Tax Commission.
- 1.3. IBSD Sewer Service Area: The area established by IBSD and approved by Idaho Falls in which sewer service can be provided through IBSD and within which Idaho Falls has agreed to maintain the sewer collection system.

- 1.4. Facilities: The collection system owned by IBSD, which includes, pipe, lift stations, meters, meter stations, manholes, etc.

SECTION 2. Purpose

The purpose of this Agreement is as follows:

- 2.1. To provide for an economical and efficient means of providing sanitary sewer service to IBSD for sewage flowing from and within the approved Sewer Service Area as depicted in Exhibit "A" to this Agreement and those changes which may be approved by Idaho Falls.
- 2.2. To provide for proper operation and maintenance of said facilities including the collection system owned by IBSD and the Idaho Falls treatment plant.
- 2.3. To clarify the service to be provided by Idaho Falls.
- 2.4. To establish the basis for sewer service charges paid by IBSD.

SECTION 3. Sewer Treatment Facilities

- 3.1. Idaho Falls agrees to accept sewage from IBSD which meet the quality standards of the Idaho Falls sewer ordinances and the Environmental Protection Agency (EPA), Guidelines and Regulations, to convey said sewage to the existing Idaho Falls treatment plant to serve the IBSD Sewer Service Area and to provide for treatment and disposal of said sewage, all in accordance with applicable federal, state and local laws, ordinances, and regulations.
- 3.2. Industrial Waste by a user may be excluded if it is determined that it will introduce primarily segregated domestic waste or wastes from sanitary conveyances. Industrial Wastes shall be accepted into the sewer system only upon the execution of a separate contract executed by Idaho Falls and agreed to by IBSD, if the industrial user is within the IBSD area or will use any sewer within IBSD, and the industrial user is generating such Industrial Wastes. Such separate contract shall specify the amount and manner of payment to Idaho Falls and IBSD by the industrial user and shall fix the nature, quantity, and quality of acceptable wastes. The computation of unit charges for industry users shall be computed

in conformance with Public Law 92-500 of the Laws of the United States of America and all regulations and guidelines pertaining thereto, at such time as Industrial Wastes are discharged into the facilities of IBSD. Provided that there exists adequate capacity in the sewer system to accommodate additional Industrial Wastes, it is expressly understood and agreed that Idaho Falls will not unreasonably refuse to enter into such separate contract with an industrial user within the IBSD Sewer Service Area, but will give industrial users the same consideration as any other applicant seeking to use the Idaho Falls facilities.

- 3.3. Idaho Falls shall maintain and operate a sewage treatment plant.
- 3.4. At such time as Idaho Falls expands, modifies, or upgrades the treatment to new or additional standards, the terms of this Agreement concerning charges may be renegotiated to provide for a fair allocation of the costs as defined by the IBSD Rate Calculation.

SECTION 4. Collection System

- 4.1. Idaho Falls has approved and will receive sewage from IBSD at two (2) locations; the first being near the intersection of 25th East (Hitt Road) and Lincoln Road and the second being near the intersection of 25th East (Hitt Road) and Sunnyside Road. These connection points will be designated as the Lincoln Metering Station and the Sunnyside Metering Station and are depicted within the attached Exhibit "A" to this Agreement.
- 4.2. The existing computerized flow measuring devices at both locations, as per Exhibit A, shall be maintained by Idaho Falls at IBSD expense. These computerized devices shall provide for a continuous flow digital recording of such flows and allow for easy access by personnel. In the event replacement of these computerized flow measuring devices is required, plans detailing the proposed changes shall be submitted to and approved by Idaho Falls.
- 4.3. IBSD sewer collection improvements shall be consistent with Idaho Fall's standard specifications and drawings. IBSD's sewer collection system shall be built in conformity with all applicable federal, state, and local laws, regulations, and ordinances. Prior to construction, the City shall be furnished with and shall review and approve all plans and specifications for IBSD's sewage collection system.

- 4.4. Individual sewer service connections, shall not be inspected by Idaho Falls. IBSD or their representative for said construction shall insure that individual sewer services are constructed to acceptable standards.
- 4.5. IBSD agrees to provide Idaho Falls with complete and current "as-built" record drawings of IBSD's sewer system at all times. Included in these records shall be the location of all known service connections.
- 4.6. IBSD agrees to correct any newly constructed improvements to the IBSD sewer collection system identified by Idaho Falls that cause significant maintenance problems.
The time frame for accomplishing such corrections shall be agreed upon by the parties and shall take into consideration the cost of making such corrections.
- 4.7. IBSD agrees to prohibit storm, surface, or ground water, including, but not limited to, run off from roof drains, downspouts, catch basins, and footing drains, from entering its sanitary sewer system. Adequate inspection of all building, sewer and street construction shall be provided by the party responsible for controlling such construction to insure compliance with this provision.
- 4.8. Idaho Falls agrees to collect coordinates for newly constructed and inspected manholes using the Global Positioning System (GPS) that are additions to the IBSD collection system and include them within Geographical Information System (GIS) mapping. GIS mapping shall be made available to IBSD.

SECTION 5. Operation and Maintenance

- 5.1. Idaho Falls agrees to operate and maintain its treatment facilities in accordance with standards established by the EPA and Idaho Department of Environmental Quality (IDEQ) and other such federal, state, and local laws and regulations applicable to its operations.
- 5.2. Idaho Falls shall operate and maintain the flow measuring devices, provided that IBSD shall assume and pay all reasonable maintenance and replacements costs incurred by Idaho Falls. Part of said maintenance shall be annual calibration and inspection of the flow measuring devices to ensure that the equipment is functioning as intended. IBSD shall pay these maintenance costs within thirty (30) days after delivery of an itemized statement setting forth the amount and nature of such expenses.

- 5.3. While operating IBSD's sanitary sewer collection system, Idaho Falls agrees to employ the same degree of care and diligence in operation and maintenance as is employed in its own system. Including, but not limited to hydro-jet cleaning every two (2) years and additional quarterly cleaning at "problem areas."
- 5.4. While so operating IBSD's system, Idaho Falls agrees to provide all personnel, equipment, materials, supplies, and other related expenses needed to operate and maintain IBSD's sewage collection system, excluding the following items which, IBSD agrees to make provision for:
- a. Power costs,
 - b. Administrative overhead and billing costs of IBSD sewer system,
 - c. Renewal or replacement of pumps, motors, related equipment or appurtenances for each such renewal or replacement which exceeds one-hundred dollars (\$100.00), and
 - d. Adjustment, repair or reconstruction of sewer mains and appurtenances.

SECTION 6. Sewer Service Charges

- 6.1. The parties agree that the monthly sewer service charge to be collected from ISBD shall be calculated as follows:
- a. Average monthly charge to serve an Idaho Falls Residential and Commercial Accounts
 - b. Divided by the Average Monthly flow per Idaho Falls Residential and Commercial Accounts
 - c. Shall equal: the average charge per gallon to Idaho Falls customer for sewage treatment and collection O&M
 - d. Minus: the cost to Idaho Falls, per gallon, for providing:
 - i. Storm drainage
 - ii. Billing and collection
 - iii. Capital expenditures for Idaho Falls collection system not providing sewer service to IBSD

- e. Shall equal: the cost per gallon to be charged to IBSD for treatment and collection system O&M as the monthly IBSD service charge
- 6.2. IBSD agrees to pay to Idaho Falls a monthly sewer service charge, established above, for each 1,000 gallons of sewage measured at the flow measuring devices, and additional costs, if any, for sewage generated by industrial users, or others, for which there are separate contract charges. IBSD shall submit payments to Idaho Falls within thirty (30) days following billing each month. In addition, IBSD shall pay actual costs of work for Idaho Falls to perform:
 - a. Pretreatment sampling,
 - b. Miscellaneous repairs exceeding one-hundred dollars (\$100.00) per occurrence and gaining IBSD approval for repairs estimated to exceed one-thousand dollars (\$1,000.00) per occurrence, with the exception of emergencies requiring immediate response.
 - c. IBSD improvement drawing plan review fee in an amount set from time to time by Resolution of the Idaho Falls City Council.
 - d. Camera inspection at current time and materials cost, and
 - e. GIS mapping updates at current time and materials cost.

These costs shall also be included as part of the monthly billing.

- 6.3. IBSD will pay the cost-of-service sewer rate established per each one-thousand (1,000) gallons of sewage received by Idaho Falls at the approved collection points, recognizing that those rates could require additional increases in the future; and, that such increases shall be based on the IBSD Rate Calculation defined herein; and, shall represent the cost of providing such sewer service.
- 6.4. Idaho Falls shall operate and maintain IBSD's sewer system, convey and treat sewage originating from the IBSD Sewer Service Area for the period established within this Agreement. The charge for this service is included in the monthly sewer service charge. Anything in this Agreement to the contrary notwithstanding, the sewer service charge may be adjusted after each year of operation to reflect and include all changes in the cost of operating and maintaining the IBSD system.

SECTION 7. Sewer Connection Fee

- 7.1. Idaho Falls now requires a one-thousand and twenty three dollar (\$1,023) sewer connection fee from each customer or building which connects to the sewer system. This fee has been specifically established to provide funds for capital improvements to sanitary treatment facilities, extension of sewer main lines, repayment of bonds and reimbursements of sewer main fees to developers.
- 7.2. IBSD agrees that a similar connection fee will be established for the IBSD sewer system and that the amount of this fee will never be set at an amount less than that set by Idaho Falls. However, any connection fee increase greater than 12% will be agreed upon by IBSD and Idaho Falls.
- 7.3. Idaho Falls shall review all plans for improvements to the IBSD sewer system and will camera inspect all newly installed sewer main line additions to the IBSD system. Requests for camera inspections shall be made by IBSD staff to Idaho Falls. IBSD agrees to pay a plan review and inspection fee as per Section 6.2 herein. This plan review and inspection fee shall be in addition to the monthly sewer service charge and shall be included as a line item within the monthly sewer billing.

SECTION 8. Service Area

- 8.1. IBSD agrees that it will not permit or allow the connection to its system of any user whose point of delivery, building, or facility is located outside the Service Area boundaries depicted on Exhibit "A" to this Agreement. Any enlargements in the boundaries of the IBSD Service Area must be mutually agreed upon by the parties in writing. Should such an expansion be agreed to by both parties, Idaho Falls will amend the Sewer Service Area map. Idaho Falls will maintain the official computerized copy of the Sewer Service Area map and will provide access/copies to IBSD.
- 8.2. IBSD agrees that in no event shall the number of users connected to the Lincoln Road sewer line that runs through the Lincoln Metering Station exceed forty (40) residential connections. Any increase in the number of these connections shall be mutually agreed upon by both parties in writing

- 8.3. IBSD agrees that in no event shall the average daily flow of sewage effluent passing through the Lincoln Metering Station exceed 20,000 gallons per day.
- 8.4. Any contract for acceptance of an industrial user or for the acceptance of industrial wastes involving the sewer system of IBSD must be approved by the express, written permission of Idaho Falls.
- 8.5. IBSD shall provide the following upon request by Idaho Falls:
 - a. a report which includes the names, addresses, and nature of all users who are connected to the IBSD system and who are discharging sewage through the collection points,
 - b. a map indicating the location of each user and the approximate location of all sewer mains owned by IBSD which discharge through the collection points, and
 - c. inspection of all records maintained by IBSD relating to the connection and treatment history with respect to IBSD Users who are discharging sewage through the collection points.

SECTION 9. Term of Contract, Review and Renewal

- 9.1. This Agreement shall be binding upon the parties hereto, their successors, and assigns for the Effective Agreement Period established in Section 11.
- 9.2. At or near the anniversary date of the signing of the Agreement and at the request of either party, Idaho Falls and IBSD shall meet together to review the operation of the facilities contemplated by this Agreement, review complaints, and recommend needs for improvement in relation to efficient and proper administration, operation, and maintenance of all of the facilities contemplated by this Agreement and following such review shall modify the existing Agreement as the parties mutually agree.
- 9.3. IBSD shall give twelve (12) months written notice to Idaho Falls of its intention to undertake the maintenance and operation of its sewer system prior to its undertaking the same and shall give twelve (12) months written notice to Idaho Falls of its intention to pursue sewer service from another provider, which twelve (12) months need not exceed the term of this Agreement.

- 9.4. Upon full and faithful performance of its obligations hereunder, IBSD shall be entitled to continued service through the Idaho Falls sewer system during the life, and under the terms, of this Agreement, subject to any amendments hereof, or adjustments of use charges, made pursuant to the terms of this Agreement, or by mutual agreement following renegotiation.

SECTION 10. Miscellaneous Provisions

- 10.1. 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.
- 10.2. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- 10.3. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement shall be in writing and executed by the authorized representatives of the parties.
- 10.4. In the event that any part of this Agreement is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Agreement.
- 10.5. Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement, including, but not limited to, using its best efforts in communication, supplying requested information and considering all recommendations.
- 10.6. Each party agrees to obtain and keep in force and effect during the life of this Agreement a policy or policies of public liability insurance covering loss or damage to the sewer system of the other party, or to third parties, by act or omission of the party insured. Idaho Fall's liability coverage is provided through the Idaho Counties Risk Management Program ("ICRMP"). Limits of liability with respect to claims covered by the Idaho Tort Claims Act, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is Idaho Fall's limit of liability under the Idaho Tort Claims Act. Idaho Falls shall maintain

its insurance through ICRMP throughout the term of this Agreement and any extension thereof. IBSD shall obtain a liability insurance policy with combined single limits in the amount of five hundred thousand dollars (\$500,000).

- 10.7. IBSD agrees to enact, amend, and maintain in force and effect during the life of this Agreement, an ordinance, or ordinances, containing all of the provisions of the Idaho Falls Sewer Ordinance, or ordinances, presently in force, or hereafter enacted, establishing standards for quality of sewage entering the sewer system. IBSD further agrees to take the necessary steps to properly police and enforce those provisions which relate to the discharge of waters and waste into the sewer system.
- 10.8. IBSD irrevocable obligates and binds itself to pay, and to raise sufficient revenues to pay, its sewer service charge. IBSD further binds itself to establish, maintain, and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of its own sewer system including the sewer service charge payable to Idaho Falls and sufficient to pay the principal and interest on any revenue bonds issued by IBSD which shall constitute a charge upon such gross revenues. It is recognized by Idaho Falls and IBSD that the sewer service charge paid by IBSD to Idaho Falls shall constitute an expense of maintenance and operation of the IBSD sewer system. IBSD shall provide in the issuance of any future sewer revenue bonds of IBSD that expenses of maintenance and operation of its sewer system shall be paid before payment of principal and interest on such bonds. IBSD shall have the right to fix its own schedule of rates and charges for sewer service, provided always that IBSD shall raise revenue sufficient to meet the obligations contained in this Agreement.

SECTION 11. Effective Agreement Period

- 11.1. Upon execution by both parties this Agreement shall be effective beginning January 1, 2016 and shall expire December 31, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____ 2015.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____

Kathy Hampton, City Clerk

By _____

Rebecca L. Noah Casper, Mayor

“IBSD”

Iona-Bonneville Sewer District

By _____

IBSD Board Chairperson

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this ____ day of _____, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Iona-Bonneville Sewer District and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Iona-Bonneville Sewer District.

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

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

(Seal)



1" = 5,000'

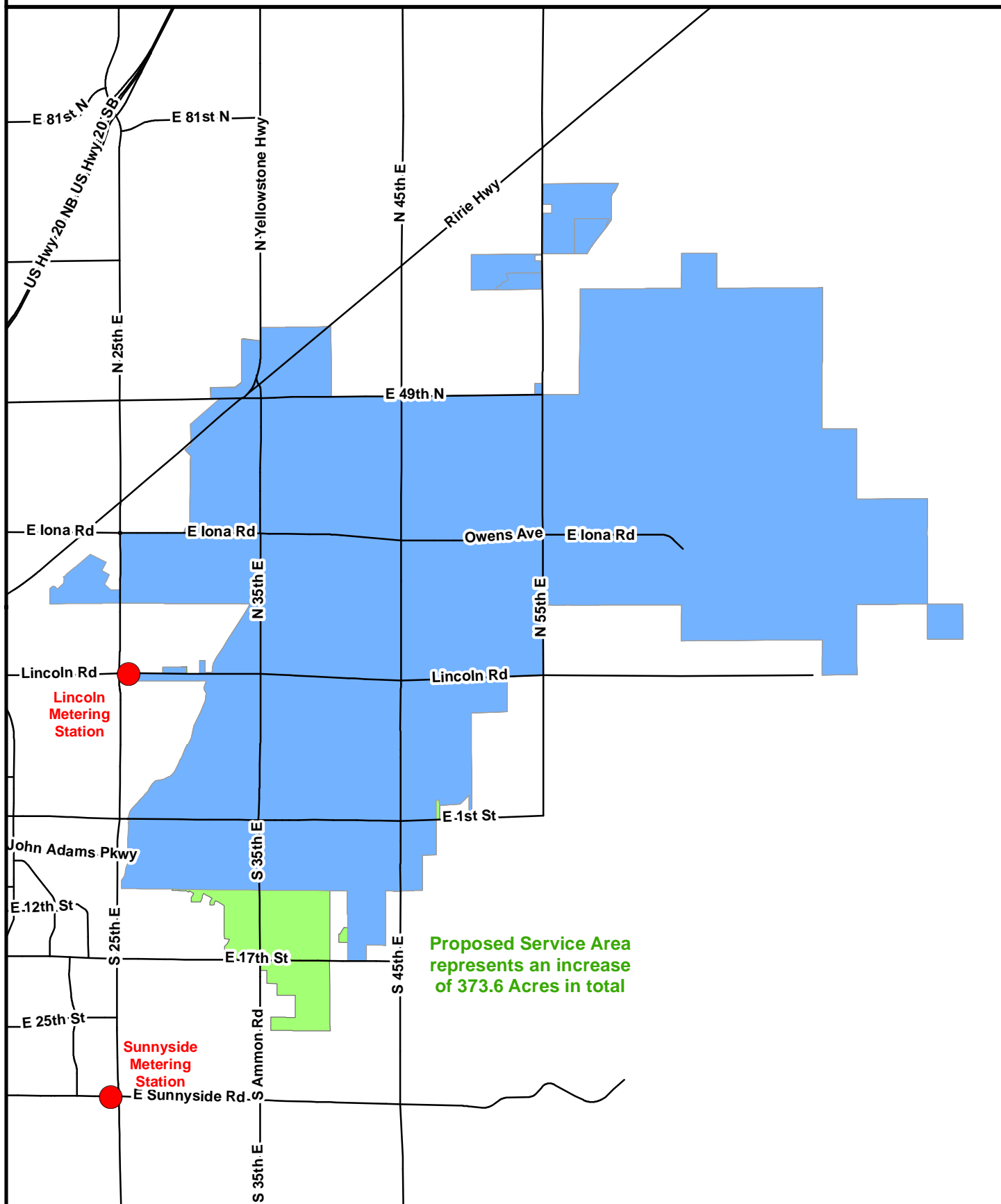
Current Service Area

Proposed Service Area Addition



Sewer Meter

Dec. 2, 2015





City of Idaho Falls

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: December 2, 2015

Subject: **EASEMENT VACATION – WESTLAND HEIGHTS, DIVISION 3**

As earlier authorized, the City Attorney has prepared the attached documents to vacate a power easement that runs through the subject development on the northwest corner of Broadway and Skyline Drive.

Public Works recommends approval of this vacation; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in blue ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

2015-114

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A POWER LINE EASEMENT IN LOT 27 AND LOT 28 OF BLOCK 4 OF THE WESTLAND HEIGHTS, DIVISION 3 FIRST AMENDED SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED POWER LINE EASEMENT 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 powerline easement in Block 4 of the Westland Heights, Division 3 First Amended Subdivision of the City of Idaho Falls, Idaho, (Bonneville County Instrument No. 576399) passes through Lot 27 and Lot 28 of said Block 4; and,

WHEREAS, the powerlines have been relocated to the new easements provided in the plat; and,

WHEREAS, said powerline easement is no longer needed; and,

WHEREAS, the powerline easement should be vacated pursuant to Idaho Code; and,

WHEREAS, the City Council has determined that it is expedient for the public good to vacate the powerline easement described in this ordinance; and

WHEREAS, the Council deems it to be in the best interest of the adjoining properties to vacate the powerline easement to the adjacent property owners as set out in Section 3 of this ordinance; and

WHEREAS, because the easement passes through two (2) lots, the powerline easement in Lot 27 shall revert to the owner of Lot 27 (CAP Idaho Falls, LLC, a South Carolina limited liability company) and the easement in Lot 28 shall revert to the owner of Lot 28 (Broadway Properties, LLC, a South Carolina limited liability company).

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

SECTION 1. Vacation. The following described power line easement be, and the same hereby is, vacated as of the effective date of this Ordinance:

Located in Block 4 of Westland Heights Division No. 3 being a portion of the easement described on Instrument No. 576399 described as follows; (Rotated to the City of Idaho Falls 2004 Control):

Beginning at a point on the north right-of-way line of Broadway (US Highway 20) that is S 89° 37' 37" W 205.61 feet along the section line and N 0° 33' 19" W 40.00 feet from the SE corner of Section 14, Township 2 North, Range 37 East B.M. and running thence N 1° 05' 03" E 58.12 feet; thence N 9° 27' 42" W 116.77 feet; thence N 0° 01' 49" W 225.20 feet to the south line of an alley; thence S 89° 58' 11" W 10.00 feet along said south

line; thence S 0° 01' 49" E 220.25 feet; thence N 86° 05' 22" W 13.13 feet; thence S 0° 02' 53" E 10.02 feet; thence S 86° 05' 22" E 13.84 feet; thence S 9° 27' 42" E 112.31 feet; thence S 1° 05' 03" W 57.45 feet to the old north line of Broadway (US Highway 20); thence N 89° 37' 37" E 10.00 feet along to the point of beginning.

All bearings on City of Idaho Falls Datum.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include franchise rights and utilities, including public utilities in easements overlapping the powerline easement described in Section 1 of this Ordinance, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the described vacated powerline easement be, and the same is hereby vacated in its entirety, and shall revert as follows: (a) the portion of the powerline easement in Lot 27, Block 4, of the Westland Heights, Division 3 First Amended Subdivision of the City of Idaho Falls, Idaho, shall revert in its entirety to CAP Idaho Falls, LLC, a South Carolina limited liability company and (b) the portion of the power line easement in Lot 28, Block 4, of the Westland Heights, Division 3 first amended subdivision of the City of Idaho Falls, Idaho, shall revert in its entirety to Broadway Properties, LLC, a South Carolina limited liability company.

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. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the code.

SECTION 6. 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 7. 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 _____, 2015.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A POWER LINE EASEMENT IN LOT 27 AND LOT 28 OF BLOCK 4 OF THE WESTLAND HEIGHTS, DIVISION 3 FIRST AMENDED SUBDIVISION OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED POWER LINE EASEMENT 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."

Kathy Hampton
City Clerk

(SEAL)

MEMORANDUM

To: Honorable Mayor and City Council

From: Greg A. Weitzel, Director, Parks and Recreation Department

Date: November 17, 2015

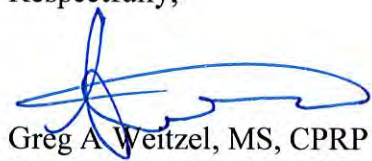
Subject: **ALCOHOL IN THE PARKS ORDINANCE CHANGES**

Mayor and Council:

Attached for your consideration is a draft amended ordinance providing for the sale and consumption of beer and wine in park and recreation facilities during permitted events; Establishing a permitting process for such permitted events and establishing requirements therefor, including insurance, catering license for alcohol vendors, site maps, restriction on sales and consumption, and provision of security. The changes have been reviewed and approved by the City Attorney.

The Department of Parks and Recreation respectfully requests the authorization and approval of said changes by City Council.

Respectfully,



Greg A. Weitzel, MS, CPRP
Department of Parks and Recreation

laj

Attachments

c: Mayor
City Clerk
File

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 3, OF THE IDAHO FALLS CITY CODE; PROVIDING FOR THE SALE AND CONSUMPTION OF BEER AND WINE IN PARK AND RECREATION FACILITIES DURING PERMITTED EVENTS; ESTABLISHING A PERMITTING PROCESS FOR SUCH PERMITTED EVENTS AND ESTABLISHING REQUIREMENTS THEREFOR, INCLUDING INSURANCE, CATERING LICENSES FOR ALCOHOL VENDORS, SITE MAPS, RESTRICTION ON SALES AND CONSUMPTION, AND PROVISION OF SECURITY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City parks are a very popular place for members of the community to hold a wide variety of events and gatherings; and

WHEREAS, related to those events, the City receives many requests for the use, sale, and consumption of alcoholic beverages: and

WHEREAS, the City does not have a well-known, predictable policy or practice for allowing sales and consumption of alcoholic beverages at events in City park facilities; and

WHEREAS, this Ordinance sets sufficient safeguards and procedures to allow City staff to process event sponsor's sale of alcohol for consumption, including the requirements of insurance, using licensed vendors, approving a site plan, providing security, setting hours of consumption, establishing a permitting process, and providing misdemeanor penalties for failure to comply; and

WHEREAS, requiring licensed vendors to serve at a Permitted Event and limiting the hours of alcohol service will lessen the opportunity for over consumption of alcohol during a Permitted Event; and

WHEREAS, the Council believes the requirements balances the desires of event sponsors who wish to include alcohol consumption in the event with the City's and community's desire to preserve public safety and security and to place the burden of risk on the event sponsor; and

WHEREAS, following the receipt of public input on the Ordinance the Council believes it to be the public interest to adopt; and

WHEREAS, the City desires to carefully regulate the consumption of alcohol, including the amount of consumption, allowed in a Permitted Event; and

WHEREAS, the City wishes to establish a physical or visual separation between those consuming alcohol at a Permitted Event and children likely to be in close proximity to the Permitted Event; and

WHEREAS, Council intends not to allow a Permitted Event to be held within two (2) hours of another Permitted Event at the same location or where, with reasonable judgment of the Chief of Police, a Permitted Event is likely to become a public nuisance.

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

SECTION 1. Title 4, Chapter 3, Section 17, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-3-17: POSSESSION OF OPEN CONTAINERS PROHIBITED:

(A) Any person who is in possession of an open container of beer within the City of Idaho Falls shall be guilty of a misdemeanor.

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of beer:

(1) Within a fully enclosed, privately-owned building or upon a private parking lot adjacent or appurtenant to such building provided such parking lot is located more than two hundred (200) feet away from the premises of any licensed liquor vendor. Such distance shall be measured at the shortest distance between the exterior boundaries of such parking lot and licensed premises.

(2) Within any private residence or upon the yard thereabout, or within any apartment, duplex, condominium, boarding house or other structure lawfully used as a permanent residence, or within any common area or area designated exclusively for and appurtenant to such residential occupancy.

(3) Within any area for which a liquor catering permit has been lawfully issued under the provisions of this Chapter.

(4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense beer by the drink under the provisions of this Code.

(5) Within any building or upon any premises for which a permit has been issued under the provisions of Section 4-3-16 of this Chapter.

(6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. "Restaurant" is defined as an eating establishment which offers for sale food to the public. A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under Idaho

Falls City Code 8-8-9. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

(7) Within a Permitted Event alcohol sales and consumption area.

SECTION 2. Title 4, Chapter 4, Section 12, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-4-12: POSSESSION OF OPEN CONTAINERS PROHIBITED:

(A) Any person who is in possession of an open container of wine within the City of Idaho Falls shall be guilty of a misdemeanor.

(B) Notwithstanding the foregoing, nothing herein shall prohibit the possession of an open container of wine:

(1) Within a fully enclosed, privately-owned building or upon a private parking lot adjacent or appurtenant to such building provided such parking lot is located more than two hundred (200) feet away from the premises of any licensed liquor vendor. Such distance shall be measured at the shortest distance between the exterior boundaries of such parking lot and licensed premises.

(2) Within any private residence or upon the yard thereabout, or within any apartment, duplex, condominium, boarding house or other structure lawfully used as a permanent residence, or within any common area or area designated exclusively for and appurtenant to such residential occupancy.

(3) Within any area for which a liquor catering permit has been lawfully issued under the provisions of this Chapter.

(4) Within any area included within or being a part of the premises at which a licensee is authorized to sell or dispense wine by the drink under the provisions of this Code.

(5) Within any building or upon any premises for which a permit has been issued under the provisions of Section 4-4-11 of this Chapter.

(6) Within an area directly adjacent to a restaurant, at tables provided for dining, between the hours of 10:00 a.m. and 11:00 p.m. "Restaurant" is defined as an eating establishment which offers for sale food to the public. A restaurant must also have the appropriate license to sell the type of alcohol they offer to the public, including an approved site plan as part of its State alcohol permit. If the adjacent area includes a public sidewalk, the size of the tables and seating must allow sufficient room for public ingress and egress, including being compliant with all ADA laws and regulations for sidewalk use under Idaho Falls City Code 8-8-9. All consumption of alcohol in this adjacent area must be done at the table, and the customer cannot carry the alcohol away from the table.

(7) Within a Permitted Event alcohol sales and consumption area.

SECTION 3. Title 8, Chapter 3, Section 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-3-1: OPERATION OF CONCESSION: No person shall sell or offer for sale any food, beverage, candy or goods of any kind, within a public park, outdoor recreation area or facility or any public parking lot adjacent thereto, except:

- ~~for (1) persons operating under a concession agreement approved by the Council City; or~~
- ~~(2) except for persons operating at affiliated with a Special eEvent, as defined in this Chapter; determined by the Director of Parks and Recreation for which specific approval of limited duration has been given by said Director, or~~
- (3) as authorized during a Permitted Event pursuant to this Chapter.

SECTION 4. Title 8, Chapter 3, Section 4, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-3-4: ALCOHOLIC BEVERAGES IN PARKS ~~PROHIBITED~~:

(A) The terms defined below shall have the following meanings when used in this section:

ALCOHOLIC BEVERAGE: Beer, wine, or liquor.

BEER: Any beverage obtained by the alcoholic fermentation of an infusion or decoction of barley, malt or other ingredients in drinkable water and which contains not more than four percent (4%) alcohol by weight.

EVENT SPONSOR: An individual, partnership, association, corporation, limited liability company, or private organization of any kind who is an applicant for a Permitted Event.

LIQUOR: All kinds of liquor sold by and in a state liquor store of the State of Idaho.

LICENSED VENDOR: A person or business in possession of a current Idaho State, Bonneville County, and City License permitting the person or business to sell, distribute, and serve or supply beer or wine.

PERMITTED EVENT: An occurrence, festival, concert, sporting event, gathering, performance, or the like in or at a public park, outdoor recreation area or facility, or any public parking lot adjacent thereto, where alcoholic and non-alcoholic beverages, food, candy, and other goods are permitted to be served pursuant to this Chapter.

SPECIAL EVENT: An occurrence, festival, concert, sporting event, gathering, performance, or the like in or at a public park, outdoor recreation area or facility, or any public parking lot adjacent thereto, where non-alcoholic beverages, food, candy, or other goods may be served and which is specifically approved of, for a limited duration, by the Director of Parks and Recreation or designee.

STATE LIQUOR STORE: Any liquor store or distributor established under and pursuant to the laws of the State of Idaho for the package sale of liquor at retail.

WINE: Any beverage containing not more than fourteen percent (14%) alcohol by volume obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

(B) Any person who possesses any alcoholic beverage while in any public park, outdoor recreation area or facility or any public parking lot adjacent thereto, unless otherwise authorized by this Code or the Idaho Code, is guilty of a misdemeanor.

(C) Notwithstanding Ssection (B) hereof, beer and wine may be possessed and consumed in any public park, outdoor recreation area or facility, or any public parking lot adjacent thereto pursuant to the following:

- (1) within the premises designated for any person holding a retail beer or wine license to sell or dispense beer or wine within such public park, outdoor recreation area or facility, or any other public parking lot adjacent thereto. The boundaries of such premises shall be conspicuously posted by such licensee or by the City upon or near such premises. Nothing in this Section shall prohibit such retail licensee or his agents, employees or suppliers from transporting beer or wine to the premises for sale or disposition, or
- (2) during a Permitted Event authorized by this Chapter.

SECTION 5. Title 8, Chapter 3, Section 4, of the City Code of the City of Idaho Falls, Idaho, is hereby added with the following new language:

8-3-4 PERMITTED EVENTS:

(A) INTENT: This Permitted Event process is intended to allow the sale and consumption of beer and wine only (and not liquor), in certain designated locations within the city, pursuant to these Permitted Event regulations and is not intended to amend or expand this Code or any other applicable law or regulation beyond the scope of the particulars of this Section or beyond the hours of the Permitted Event. Sanitary, health, litter, police, fire, alcohol vending, and other laws and regulations shall be unaffected by this Section. This Section shall not act as a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol, including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit.

(B) APPLICATION FOR PERMIT: The applicant shall obtain an application for a permit from the City Clerk. Once an application for a permit has been submitted and the fee has been paid in an amount set from time to time by Resolution of the Council, the City Clerk shall review the application and determine whether or not the application is complete. If the City Clerk deems that the application is complete, and the applicant has met all conditions of this Section, the City Clerk shall issue a permit for the Event. If the application, in any respect, is incomplete, the City Clerk shall promptly notify the applicant and shall specify the items which the City Clerk has determined are not complete or which have not been provided pursuant to this Section. An application shall be made to this City Clerk in the form and manner prescribed by the City Clerk.

(C) LOCATION AND DURATION OF PERMITTED EVENTS:

1. A permitted event shall be allowed only in the following locations within the City:

- a. Tautphaus Park in and adjacent to the multi-purpose center; Shelter 1; or the Lilac Circle
- b. Freeman Park
- c. Noise Park
- d. The Pier at Snake River Landing
- e. Sandy Downs
- f. Civitan Plaza
- g. Sportsman's Park

2. No Permitted Event shall be allowed:

a. Where the alcohol sales and computation area of the Permitted Event is within three hundred feet (300') of a location reserved with the Parks and Recreation Department prior to an application for a Permitted Event where children are likely to be present, unless the alcohol sales and consumption area of the Permitted Event is either entirely screened from view or the person reserving the relevant location has no objection to the location of the alcohol sales and consumption area.

b. Within two (2) hours of the termination of another Permitted Event held at the same location.

c. Where, in the reasonable judgment of the Chief of Police or the City Fire Marshall or their respective designees, a Permitted Event is likely to become a public nuisance.

(D) TERM OF EVENT PERMIT: A permit is valid only for the time period approved and shall expire immediately upon the completion of the Permitted Event. A permit, if issued, shall be for one (1) Permitted Event only. Appeal, denial, or revocation of a permit shall be made to the Council.

(E) EVENT PERMIT REQUIREMENTS: Each of the following shall be required for every Permitted Event:

1. LIABILITY AND INSURANCE:

- a. Not less than ten (10) days prior to the Permitted Event at which a licensed vendor will sell or dispense alcohol the following shall be done:
 - 1. The Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Every off-premises liquor liability insurance policy provided shall include assault and battery coverage and defense costs coverage. The City shall

be named as an additional insured on the insurance policy of every licensed vendor.

2. The Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Event Sponsor(s) has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to the Permitted Event and to that of any potential party subject to a claim related to the Permitted Event.

3. The Event Sponsor(s) shall deliver to the City Clerk the signed original of an agreement, with City to defend, hold harmless and indemnify the City, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the Permitted Event.

2. LICENSED ALCOHOL VENDORS:

- a. Unless otherwise specifically authorized in writing by the City Parks and Recreation Director at least ten (10) days prior to a Permitted Event, there shall be only one (1) licensed vendor of alcohol at a Permitted Event. The City shall play no role in determining which vendor(s) shall be selected to sell or dispense alcoholic beverages during the Permitted Event.
- b. All alcoholic beverages sold or dispensed at a Permitted Event shall only be sold or dispensed by a licensed alcohol vendor.
- c. Every licensed alcohol vendor at a Permitted Event shall obtain and comply with all alcohol-related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
- d. At least two (2) persons shall be provided at the Permitted Event to check proper identification for those who shall purchase, receive, or consume alcohol during the Permitted Event. These persons shall be clearly identified and shall be stationed not less than ten feet (10') from the vendor's sales or dispensing location;
- e. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times alcohol is being sold, served, or consumed during a Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.

3. SALES AND CONSUMPTION OF ALCOHOL:

- a. Not less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell or dispense alcohol, the Event Sponsor(s) shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations of:
 - 1. the licensed vendor within the Permitted Event;
 - 2. the Permitted Event boundary barricade, sales and alcohol dispensing area, entry and exit points;
 - 3. identification checking station; and
 - 4. food and products sales and service areas.

Said site design and any subsequent alterations shall be approved in writing by the City Parks and Recreation Director, or his/her designee, and by the Chief of Police prior to the Permitted Event.

- b. All alcohol sales, dispensing, and consumption shall only take place inside the approved alcohol sales, dispensing, and consumption area(s) designated by the Event Sponsor(s) and as shown on the approved site map required. Alcohol shall only be sold or dispensed for not more than a total of five (5) hours during a Permitted Event.
- c. No person shall carry or consume an alcoholic beverage within the location of the Permitted Event which is not purchased or dispensed from a licensed vendor at the Permitted Event. Consumption of alcohol outside of the approved sales and consumption area(s) shall be considered a violation of the City's open container ordinance.
- d. The designated alcohol sale, dispensing, and consumption area(s) shall be physically separated from the rest of the Permitted Event location by a barricade which is no less than four feet (4') tall and which is constructed so that no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map, unless otherwise specifically authorized in writing by the City Parks and Recreation Director at least ten (10) days prior to a Permitted Event.
- e. Food and non-alcoholic sales and service may be located inside and/or outside of the approved barricade within the Permitted Event location.
- f. All alcohol shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size and shall not bear a logo for a non-alcoholic beverage.
- g. The City Police Chief, City Fire Marshall, City Park and Recreation Director, or their respective designees are hereby empowered to order the immediate cessation of all or part of the activities associated with a Permitted Event at any time it is determined

that there is a violation of this Code or the Idaho Code. There shall be no appeal from a determination by the Police Chief, City Fire Marshall, City Park and Recreation Director, or designee(s) decision to terminate all or part of the activities associated with a Permitted Event.

(E) FAILURE TO COMPLY

Any person, firm, or corporation, whether as principal, agent, or employee or otherwise that shall fail to comply with this Section shall be guilty of a misdemeanor and upon conviction thereof shall be punished as set forth in the Idaho Falls City Code. Failure to comply with this Section may also result in denial of subsequent Permitted Events for a period of not less than five (5) years.

SECTION 6. Title 8, Chapter 3, Section 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-3-56: UNAUTHORIZED APPLICATION OF CHEMICALS: No person shall, without proper authority, apply any chemical to any lawn, shrub, tree or ornamental plant located within any public park, including, without limitation, the unauthorized application of a chemical for the purpose of collecting worms.

SECTION 7. 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 8. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 9. 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 10. 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 _____, 2015.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 3, OF THE IDAHO FALLS CITY CODE; PROVIDING FOR THE SALE AND CONSUMPTION OF BEER AND WINE IN PARK AND RECREATION FACILITIES DURING PERMITTED EVENTS; ESTABLISHING A PERMITTING PROCESS FOR SUCH PERMITTED EVENTS AND ESTABLISHING REQUIREMENTS THEREFOR, INCLUDING INSURANCE, CATERING LICENSES FOR ALCOHOL VENDORS, SITE MAPS, RESTRICTION ON SALES AND CONSUMPTION, AND PROVISION OF SECURITY; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-159-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Resolution to modify policy regarding work on electrical service panels
DATE: December 2, 2015

Attached is a resolution adopting a policy to prevent work on energized electrical panels. In the past, the City has allowed work to be done on energized panels. However, to more consistent with Occupational Safety Health Administration (OSHA) recommendations, to reduce City liability, and in recognition that homeowners are permitted by Idaho Code to perform electrical work without training or licensure, the proposed policy restricts the City and Idaho Falls Power from energizing electrical service panels until all conductors are terminated. This policy has been discussed and developed by staff from Community Development Services, Idaho Falls Power, and the Legal Department.

Attachments: Proposed Resolution

cc: Kathy Hampton
File

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY TO NOT ENERGIZE ELECTRICAL SERVICE DISCONNECTS UNTIL ALL ELECTRICAL CONDUCTORS ARE TERMINATED, AND PROVIDING THAT THIS RESOLUTION WILL BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, EFFECTIVE DATE, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, 29 CFR 1926.416(a)(1) requires that exposed energized electrical conductors and terminations be de-energized before an employee may work on or near them, in order to prevent electrical shocks or arc flash hazards; and,

WHEREAS, the goal of the Occupational Safety Health Administration (OSHA) standard is to protect the employee from dangerous and preventable hazards; and,

WHEREAS, a journeyman electrician who works on energized electrical panels is subjected to unnecessary electrical shocks or arc flash hazards which can cause property damage and bodily harm; and

WHEREAS, the Idaho Code allows for homeowners to perform electrical work without licensure; and

WHEREAS, the City Council wishes to minimize hazards created by the energizing or re-energizing of electrical panels prior to termination of all electrical conductors by adopting this Resolution.

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

1. The City of Idaho Falls (including its Idaho Falls Power Department) will not energize an electrical service after a disconnect or following new construction until, as determined by the City electrical inspector or designee, all conductors are terminated.
2. A call-out fee may be charged for energizing or re-energizing pursuant to the City's Fee Resolution pursuant to other relevant City and IFP policy.
3. This policy shall be in effect beginning at 7 a.m. local time on April 1, 2016.

ADOPTED this ____ day of December, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY TO NOT ENERGIZE ELECTRICAL SERVICE DISCONNECTS UNTIL ALL ELECTRICAL CONDUCTORS ARE TERMINATED, AND PROVIDING THAT THIS RESOLUTION WILL BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, EFFECTIVE DATE, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

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BGC-156-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: FY 2016 CDBG Annual Action Plan and FY 2016-2020 CDBG 5-Year Consolidated Plan
DATE: December 2, 2015

The Community Development Block Grant (CDBG) Program funded through the Department of Housing and Urban Development (HUD) is required to hold a public hearing to consider the FY2016 Annual Action Plan and the FY2016-2020 CDBG Five Year Consolidated Plan.

The FY2015 CDBG allocation was \$342,928. Congress has not yet passed the HUD budget and the FY2016 allocation is not yet known. However, allocations tend to be similar from year to year. Attached is a list of projects and activities submitted for FY2016 funding. The total for all application requests is \$476,795.

Following the public hearing, a required 30-day public comment period will begin on December 11, 2015 and end on January 12, 2016.

Attachments: Tentative CDBG schedule for plan approval
FY2016 CDBG Proposed Projects

cc: Kathy Hampton
File

FY2016 CDBG Schedule for FY2016 CDBG *Annual Action Plan*

Announcements, Council Work Sessions, and Council Meetings

30-Day Public Comment Period Starts Dec 10, 2015 and ends Jan 11, 2016

- Jan 25, 2016** **Council Work Session 3:00 pm in Council Chambers**
If no comments; final table provided for consensus of projects/activities for *Draft CDBG FY2016 Annual Action Plan*.
Update of *Draft FY2016-20 CDBG Five Year Consolidated Plan*
- Jan 28, 2016** **Council Meeting/Resolution 7:30 pm in Council Chambers**
Council adopts *Draft FY2016 CDBG Annual Action Plan*
Council adopts *Draft FY2016-20 CDBG Five Year Consolidated Plan*
- Jan 28, 2016** ***Draft FY2016 CDBG Annual Action Plan* HUD via (eCon)**
***Draft FY2016-20 CDBG Five Yr. Consolidated Plan* to HUD via (eCon)**
(Includes Forms 424 and Certifications)
- Mid-May, 2016** **FY2016 CDBG - Schedule (Continued)**
Allocation made available to City by HUD provided:
-Federal budget is reached
-HUD approves *FY2016 CDBG Annual Action Plan*
-HUD approves *FY2016-20 CDBG Five Year Consolidated Plan*
- May/June, 2016** Funding committed to approved projects once the City completes:
-Environmental review
-Signed Agreement (includes Scope of Work and regulatory requirements) between City and responsible entity

Note - Projects are not retroactive - Start date begins upon signed Agreement between City and responsible entity.

FY2016 CDBG Applicants	Amount Requested	Project/Activity Description
Partners for Prosperity (P4P)	10,000	Services to assist Idaho Falls clients with financial counseling, group financial classes, personal development training
Idaho Legal Aid Idaho Falls	10,000	Legal assistance for victims of domestic abuse
Bonneville Metropolitan Planning Org. (BMBO)	3670	Transportation Grant - Match requirement for \$50,000 Safe Routes to School (SR2S) to provide evaluation, encouragement, and incentives for LMA schools
CLUB, Inc.	18,000	Crisis Intervention (CIT) - Case Management support for crisis housing related services
East Idaho Community Action Partners (EICAP)	8,000	Legal aid assistance for Grandparents who are raising their grandchildren
Community Council of Idaho 1349 South Holmes Ave	10,400	Computer lab equipment upgrade: (1) Smart Board, (1) Portable Projector, (1) set of Computer Speakers, (5) Surface Pro Computers, and Rosetta Stone Volumes 1-5
Idaho Falls Downtown Development Corp. (IFDDC)	60,000	Facade Improvements, Code Corrections, Awnings, and Signs to the Downtown area
Planning Dept.	71,500	Full time Code Enforcement for LMI neighborhoods (within 3 US Census Tracts)
Public Works Dept.	50,000	Curb/gutter/sidewalk replacement in LMI neighborhoods
Public Works Dept.	10,000	Water line replacement for LMI clients in LMI neighborhoods
(LIFE, Inc.) Living Independently for Everyone	50,000	Improve (ADA) access for 7 homeowners with ramps and bathroom remodels
Idaho Falls Community Senior Citizen Center	24,640	Replace (2) AC units. Replace Accordion curtains
Idaho Falls Rescue Mission	52,000	Ruth House - Install ADA restroom off kitchen area and make (2) residential units ADA compliant with bathroom modifications and an exterior ramp. ARK - make ADA compliant with bathroom modifications
Habitat for Humanity Idaho Falls (H4HIF)	30,000	Acquisition/rehab to purchase property in LMI area for homeownership for an LMI
Administration (20% of 2015 allocation)	68,585	Administer CDBG Program: Includes salary, benefits, supplies, training, and resources
Total Applications	\$476,795	2015 Allocation was \$342,928

2016-2020 Five Yr. CDBG Consolidated Plan - Online Survey Results

Gathering of input was from November of 2014 through mid-December of 2015. Invitations to participate in survey and interviews were distributed by mail, email, and posted on the CDBG/City website. Over 70 agencies, organizations Boards, Coalitions, and City leaders were invited and encouraged to participate.

Of the 70 plus agencies and organizations invited to participate in the process, 26 participated in the survey. There were 28 interviews given which provided more detail regarding the unmet needs of the community and has been summarized.

Survey Participants included:

City Mayor/Council/Attorney/Division Directors, IFDDC ED and Board, Downtown Idaho Falls Town Hall Meetings, IHFA, Idaho Falls Rotary

Past CDBG Recipients: Executive Directors of service provider agencies and organizations: EICAP, LIFE,Inc., CLUB,Inc., Idaho Legal Aid, Habitat for Humanity-Idaho Falls, Senior Center, Behavioral Health Center, Hospice of E Idaho, Veterans Memorial Commission, Salvation Army, FAITH, City of Refuge, YMCA, TRPTA, Domestic Violence and Assault Center, Community Council of Idaho, and Region 6 Housing Coalition members (over 20 approached).

Interviews with participants included:

City Attorney/Division Directors, IFDDC ED,IHFA ED, Dept of Health and Welfare, Dist 7 Health Dept., Idaho Dept. of Labor, EICAP, LIFE,Inc., CLUB,Inc., Idaho Legal Aid, H4HIF, Sr. Center, Behavioral Health Center, Hospice of E Idaho, Veterans Memorial Commission, Salvation Army, FAITH, City of Refuge, YMCA, TRPTA, Domestic Violence and Assault Center, and Community Council of Idaho

2016-2020 CDBG Five Year Plan Survey Categories (11)

Category	1st Priority	2nd Priority	3rd Priority
PUBLIC FACILITY	ADA Accessibility	Parks and/or recreation	Fire Stations
INFRASTRUCTURE IMPROVEMENT	Street improvements	Sidewalk Improvements	Flood or Drainage
ECONOMIC DEVELOPMENT	Job Creation	Infrastructure for job creation	Downtown Revitalization
PUBLIC SERVICE NEEDS	Transportation Services	Employment Training	Handicapped Services
HOUSING NEEDS	Fair Housing Activities	Multi-Family Development	Single-Family Development
ANTI-CRIME PROGRAMS	Crime Awareness	Other Anti-Crime	N/A
YOUTH PROGRAMS	Youth Centers	Child Care Centers	Youth Services
SENIOR PROGRAMS	Senior Services	Other Senior Programs	Senior Centers
CODE ENFORCEMENT	Increase Clean up Events	N/A	N/A
PLANNING - Not specific enough for a measurable response	N/A	N/A	N/A
HOMELESS and at RISK of HOMELESSNESS	Youth	Victims of Domestic Violence	Transitional Housing.

Interview Input - Five Year Plan Priorities in 2011-15 compared to 2016-2020

	2011-15 Priorities	Specific Barriers		2016-2020 Priorities	Specific Barriers
1	Housing	Upgrades Family size Shortage Access	1	Housing	Availability Long waiting lists Affordability Condition Temporary Transitional Multi family units Single family units
2	Transportation		2	ADA Improvements	Sidewalks
3	Slum/Blight	Transportation Training Jobs Wages Affordable Child Care ADA Accessibility Language Barrier Slum/Blight	3	Infrastructure Improvements	Streets
4	Private Facility Upgrades		4	Medical	Medication Mental Health Treatment Resources Half way houses
5	Job Training/Edu		5	Transportation	Reliable routes ADA parking stalls Better drop-off areas
6	Infrastructure Improvements		6	Senior Care Services	Housing Food delivery Well home checks
7	ADA Improvements		7	Job Training/Edu	Soft skills training Placement Job coaching Placement Financial training
8	Child Care		8	Slum/Blight	ADA improvements at Yellowstone Crosswalk, water/sewer, and public restrooms.
9	Medical Care		9	Code Enforcement	More neighborhood cleanup events
			10	Childcare	Non specific



CITY OF IDAHO FALLS

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BGC-158-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request to Rezone from RSC-1 to R-3A, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended
DATE: December 2, 2015

Attached is the application for rezoning from RSC-1 to R-3A, Zoning Ordinance, Reasoned Statement of Relevant Criteria and Standards, West 80' of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended. The Planning and Zoning Commission considered this change at its November 3, 2015 meeting and recommended approval. Staff concurs with this recommendation.

Attachments: Vicinity Map
Aerial Photo
Planning and Zoning Commission minutes, November 3, 2015
Staff Report, November 3, 2015
Zoning Ordinance
Reasoned Statement of Relevant Criteria and Standards

cc: Kathy Hampton
File



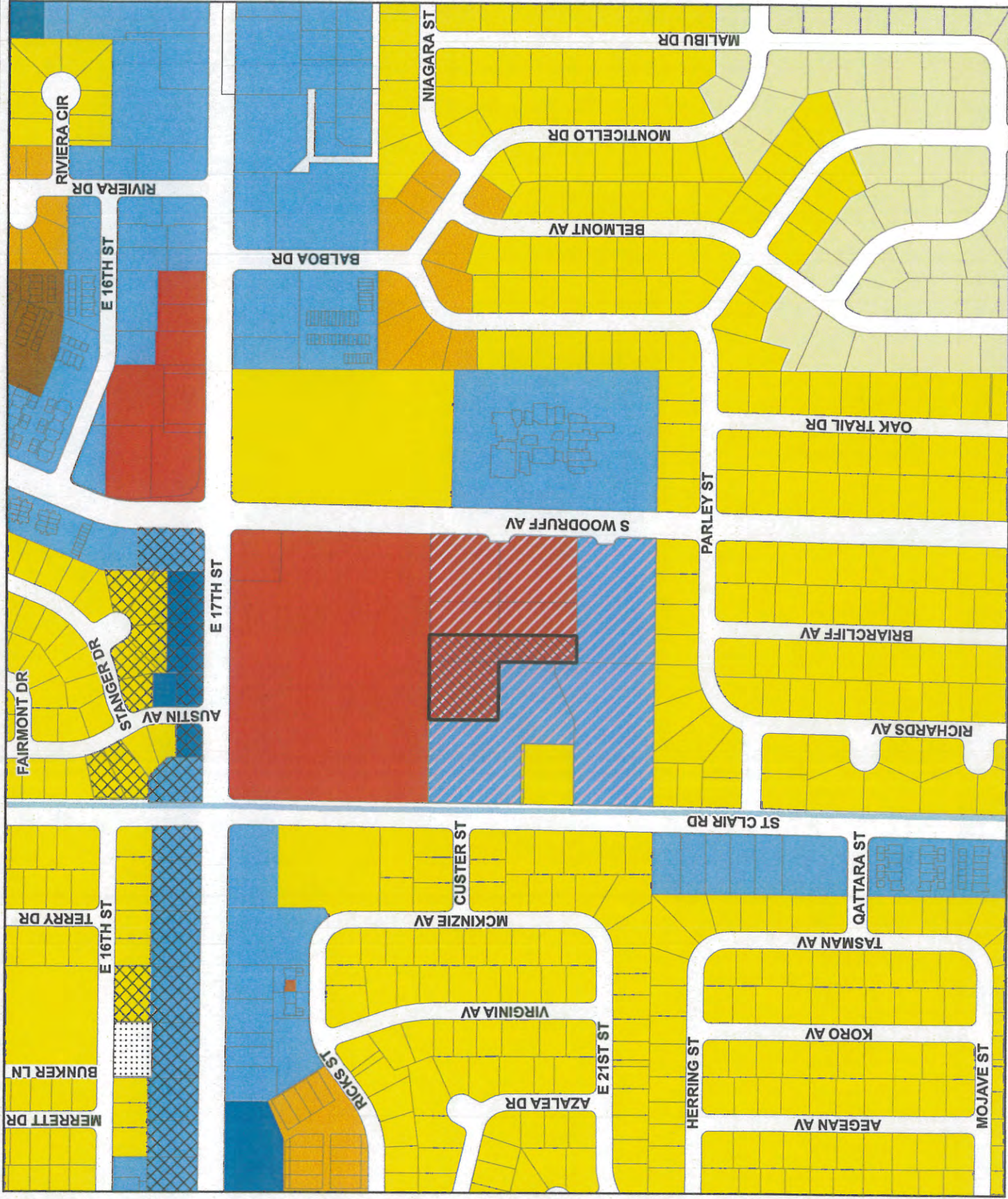
Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact



1" = 400'

Date: 10/06/2015


















1" = 100'

10/15/2015

Rezone W 80' Lots 19 & 20, Block 1, Lorin C Anderson 2nd Amended, & West 173.10' Lot 11, Block 1 Lorin C Anderson 1st Amended

- | | | | | |
|--|--|---|--|---|
|  Estate |  Greenbelt Mixed Uses |  Commercial |  Higher Education Centers |  Railroad-related industrial |
|  Low Density |  Parks, Recreation |  Employment Centers |  Planned Transition | |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway-related industrial | |

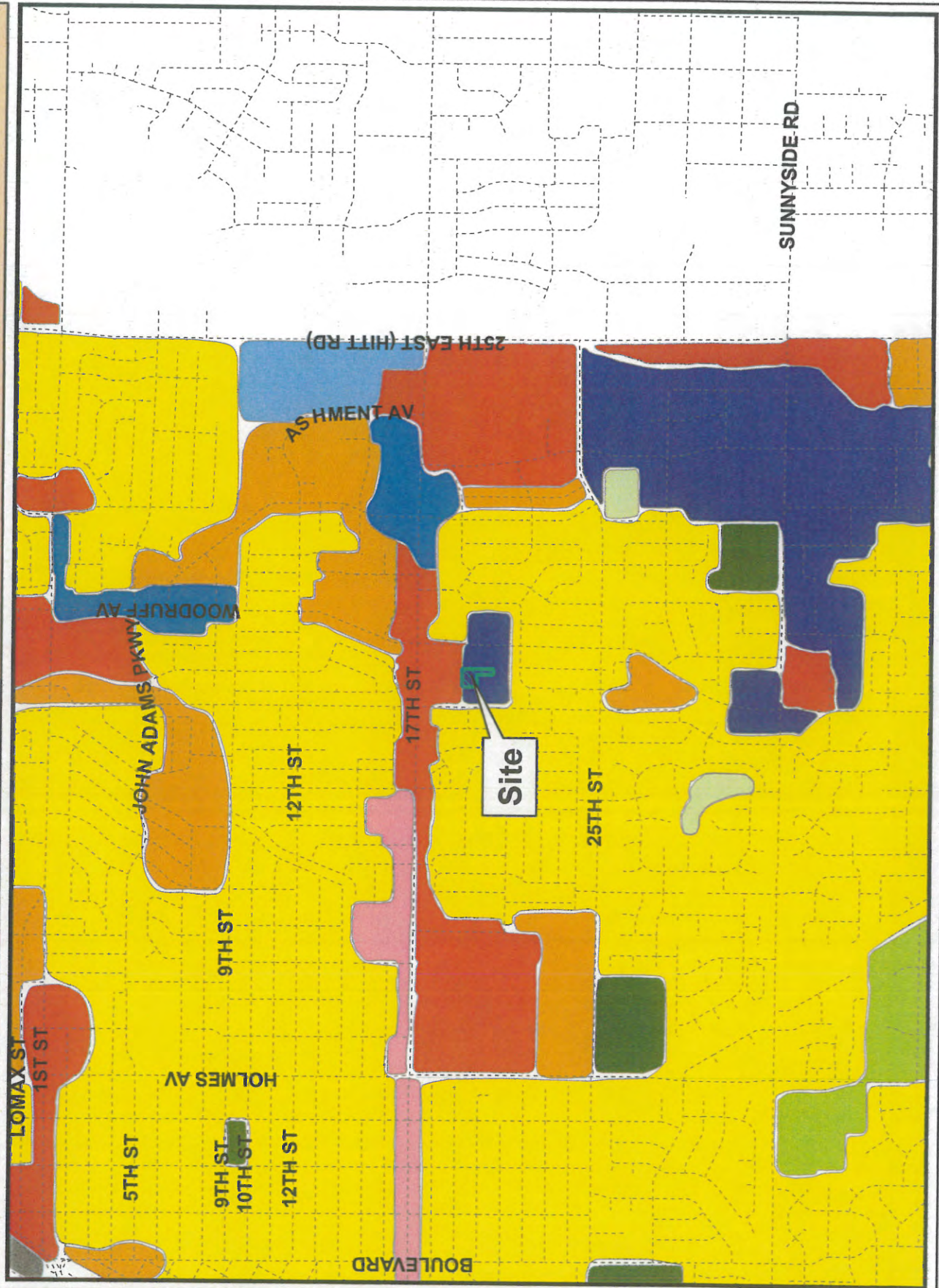


Comprehensive
Plan



Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

Date: 10/06/2015



recommend that there is additional common space. Swaney stated that if Black wanted to propose an amendment to the Reasoned Statement of Relevant Criteria to amplify something that is already provided in what has been approved or to make a statement of clarification that is something that can be considered. Black proposed that the Commission require that the Center storm pond be a park with amenities, not just a storm pond. Beutler stated that the motion on the plat was to approve the plat as presented and it was presented without those identified specifically, so that would conflict. Dixon disagreed with Beutler, and stated that when the discussion was occurring the presenter for the developer was saying that they could put trees there and make it park like, and that is all that they are talking about. Beutler stated that his concern is the comment "with amenities". Beutler stated that if you want it to state as described by the developer, that would work, but leaving it open to include amenities would be a conflict.

Black moved to amend the motion on the Reasoned Statement of Relevant Criteria and Standards, to include that the center storm pond will be a park with amenities as described by the developer's representative, Dixon seconded the motion and it passed 6-1. Wimborne opposed the amendment because she did not like handling the matter in the Reasoned Statement of Relevant Criteria and Standards and would feel more comfortable having it be part of the motion on the preliminary plat. Wimborne added that she feels neighborhoods need parks, but it is not fair to have the developer carry that burden on their own.

Dixon moved for a second amendment to the motion on the Reasoned Statement of Relevant Criteria and Standards, to include acknowledgement that the developer provided larger lots or green space adjacent to existing County developments to lessen the impact of City density on existing County development, Black seconded the motion and it passed unanimously.

Morrison called for a vote on the amended motion to approve the Reasoned Statement of Relevant Criteria and Standards as amended, and it passed unanimously.

3. Rezone from RSC-1 to R-3A:W 80' Lots 18 and 19, Block 1 Lorin C. Anderson 2nd Amended and W 173.10' Lot 11, Block 1, Lorin C. Anderson 1st Amended.

Beutler presented the staff report, a part of the record. Morrison asked if the property overlaps to the parking lot. Beutler stated that it could be a discrepancy with the aerial view and will defer to applicant. Dixon stated that one of the items that is allowed in both zones is professional office buildings. Dixon stated that the land on the opposite side of Woodruff is professional office buildings and the land south is professional office building. Dixon asked if there is any difference between the two zones relative to developing a professional office. Beutler stated that the RSC-1 requires additional site plan review. Beutler stated there are some differences in landscaping. Dixon stated that the rezone would make the same zone for the property with the same owner and it removes a lot of the residential shopping zone options while adding a residential option such as apartment buildings. Dixon stated that the area that is up against the existing residential is already zoned R-3A, and this subject property is not against anything.

Morrison opened the public hearing.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that the property is now under the same ownership with different lot lines, and they are trying to make the parcels consistent so they have options for the entire property under one zone. Jolley stated that the property has been surveyed and the parking lot is not inside the property line, and the appearance of such is just due to the aerial photo.

No one appeared in support.

Opposition:

Rolanda Bjornson, 2015 St. Clair, Idaho Falls, Idaho. Ms. Bjornson owns the single family home that is near the property. Ms. Bjornson is not opposed to development in the area. Ms. Bjornson is interested in protecting privacy, security and property value. Ms. Bjornson stated that when it was originally proposed it was for professional office buildings and a retirement center. Ms. Bjornson is opposed to really high density apartments. Ms. Bjornson stated that professional business would maintain a quieter neighborhood and traffic for St. Clair. Ms. Bjornson stated she has been told they are looking to develop single story townhomes and would like that to happen and not high density apartments.

Morrison closed the public hearing.

Dixon stated that he is familiar with the area and the residential shopping, if it was developed into shopping, as opposed to professional office buildings would only make sense along Woodruff, because the existing Hallpark Shopping Center is the back side, with the exception on the east end where Papa Toms is on the side. Dixon stated there is no tie to the existing residential shopping center and so this change would not have any impact. Dixon stated that Ms. Bjornson's concern was voiced well. Dixon stated that the property adjacent to Bjornson is already zoned R-3A and could be developed into an apartment complex, but if the rest of the property under the same ownership was made into a zone for residential, then it would open up more opportunities for larger residential apartment development. Wimborne asked if they could get clarification from the applicant about what the vision is for the property.

Blake Jolley 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that the vision for the property after the rezone is to potentially put single story multi-family housing. Jolley stated that any property you want to maximize what you can do. Dixon asked where they would access the property. Jolley stated they are looking to access the property onto St. Clair and they have multiple discussions and studies being done on what needs to be done to make sure St. Clair is capable of handling the possible density. Jolley stated that there is a cross access easement that goes to the back side of the parcel and that might be utilized, but Jolley does not think it will be at this point. Dixon clarified and Jolley agreed, they are discussing going west and putting bridges across the canal. Swaney reminded the Commission that they are approving a rezone, and anything in that zone can be done and the first time anyone will know for sure what is being planned is when the preliminary plat comes across for review and approval.

Swaney stated that the annexation and final plat meets all the requirements.

Wimborne moved to recommend to the Mayor and City Council approval of the rezone from RSC-1 to R-3A for the W 80' lots 18 and 19, Block 1, Lorin C. Anderson, 2nd Amended and W 173.10' Lot 11, Block 1, Lorin C. Anderson, 1st Amended, Josephson

seconded the motion and it passed 6-1. Dixon opposed the motion because the Comprehensive Plan shows this as medical service center which would be consistent with developing this as professional offices, but not as residential and the rezone makes it more likely that it would develop as residential whereas the existing zone presents no barriers to developing it as professional offices.

4. Rezone from HC-1 to I&M-1: 4.469 Acres (Rumble Diesel, Mercury Plastics, etc.)

McLane presented the staff report, a part of the record. Black asked if the property is going to have new construction on it, or if it is reuse for the existing buildings. McLane deferred to the applicant. Black clarified and McLane agreed that landscaping requirements would only be required if there is new construction. Wimborne stated that this property is right across the street from the hospitality lane adjacent to the Greenbelt, and having a super gas station is different than a place than can manufacture fertilizer. McLane stated that currently the uses are industrial in nature and the land use map shows a buffer of the HC-1 between the I&M-1 zone and the hospitality type facilities which are located in an HC-1 zone. McLane stated that the half block of buffer between the existing industrial will provide adequate buffer. Dixon asked if the property redeveloped would that require development of the streets. McLane stated that any redevelopment would initiate a redevelopment of the streets and require improvements of the streets. Dixon asked if Quigley Street ends at the western edge of the property. McLane stated that it is not platted. Dixon stated he is cognizant of utilizing rail access when it is available. McLane stated that there is a spur line that comes through the back of the subject property.

Morrison opened the public hearing.

Applicant:

Steven Frei, 4071 North 5th West, Idaho Falls, Idaho. Mr. Frei is speaking on behalf of two of the property owners on the subject property (Mercury Plastics and David Drews). Frei stated that the primary reason for the requested rezone is the buildings have changed from the primary use when they were constructed and to continue using them as warehousing and light manufacturing, it is not compatible in the HC-1 Zone and the property owners have not been able to monetize their buildings. Frei stated that the old Road Moving Storage building is empty and they have had to turn away various tenants as they do not fit in the HC-1 Zone, but would fit in the I&M zone. Frei responded to Wimborne's question about the fertilizer. Frei stated that fertilizer manufacturing is specifically excluded in the I&M-1 Zone. Frei stated that it will be for both current buildings and new construction on the property. Frei stated that Mercury Plastics would like to build a building on the newly acquired lots. Dixon asked when the HC-1 Zone was put on the property. McLane stated that the buildings were constructed prior to the current zoning ordinance and they were given that zoning at the time of the zoning ordinance. Dixon clarified that the buildings and their uses pre-dated the zone. Morrison asked if this property was part of the urban renewal. McLane stated that this property is part of the urban renewal district.

No one appeared in support.

Opposition:

Renee Magee, 150 N. Morningside Drive, Idaho Falls, Idaho. Magee clarified that this is her personal opinion and does not reflect any position that she has or any work she does in the

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Rezone from RSC-1 to R-3A

W 80' of Lots 19 & 20, Block 1, Lorin C Anderson, 2nd Amended and
the W 173.10 ' of Lot 11, Block 1, Lorin C Anderson, 1st Amended
November 3, 2015



Community
Development
Services

Applicant: Harper-Leavitt
Engineering

Location: East of St. Clair
Road, west of Woodruff
Avenue, south of E 17th Street

Size: Approx. 1.64 acres

Existing Zoning:

Site: RSC-1, PUD
North: C-1
South: R3-A, PUD
East: RSC-1, PUD
West: R-3A, PUD

Existing Land Use:

Site: Undeveloped
North: Commercial
South: Commercial/
Undeveloped
East: Undeveloped
West: Undeveloped/ Single
Family Residential

Future Land Use Map:
Medical Services Center

Attachments:

1. Maps and aerial photos

Requested Action: To recommend to the Mayor and City Council approval of rezoning from RSC-1 to R-3A.

History: There have been several previous rezoning actions taken on this undeveloped area between St. Clair Road and Woodruff Avenue. The property was annexed into the City and originally zoned R-3A. At one time the parcels had a series of zones, R-2A, R-3A, PB and RSC-1. The zoning was then changed to be R-3A with the north portion RSC-1. Most recently, in 2013, approximately two acres of the R-3A Zone was changed to RSC-1. A couple PUDs have also been approved for the site. Initially a PUD including professional medical buildings and some assisted living facilities was approved. In 2004 a PUD for five medical offices was approved on east side of the property adjacent to Woodruff Avenue.

Staff Comments: The property is currently zoned RSC-1 and includes approximately 1.6 acres of a larger undeveloped property. The application indicates that the existing zoning designation lines do not match the ownership lines for the properties. They are requesting the change to allow all of the property under one ownership to be zoned the same.

There are currently approximately seven acres, including the existing medical facility that are zone R-3A in this area. The RSC-1 Zone is currently a little over four and a half acres. With this rezoned request it would reduce the RSC-1 Zoning to approximately three acres. The RSC-1 would then be present only on the east side of the property with access and visibility from Woodruff Avenue. The R-3A Zone would be expanded moving the shopping center uses further east from the existing residential uses in the area.

Staff recommendation: The rezone is consistent with the Comprehensive Plan and the existing zoning in the area. Staff would recommend approval of the rezone request.

Comprehensive Plan Policies:

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors. Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. (page 41)

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping. The zoning ordinance shall be modified to specify fencing and landscaping requirements to reduce the noise and light from commercial uses that may affect residential neighbors. (page 41 and 42)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (page 43)

Note: The Access Management Plan designates Woodruff Ave. as a minor arterial and St. Clair Road as a major collector.

Higher density housing such as apartments are adjacent to collector and arterial streets. Neighborhoods should contain a variety of housing types and, with good site planning, apartments and townhouses can be near arterial streets, be directly served by collector streets, and provide an opportunity for all residents of the City to have housing which meets their needs. (page 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. In the Broadway-Utah Avenue area between I-15 and Snake River Parkway, 42 properties redeveloped in the period from 1989 to 2013, over 1,800 jobs were created, and assessed valuations increased by \$141 million. The City should continue programs which use private/public partnerships to redevelop the land inside the City's boundaries. (page 67)

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Applicant Comment	Staff Comment
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The property is under one ownership with two separate zones. We want the entire parcel to be on distinct zone.	The Comprehensive Plan call for this area to be Medical Services Center. The R-3A Zone allows for professional offices and is consistent with this plan designation.
What changes have occurred in	Being platted as one lot.	Since the property was initially

the area to justify the request for a rezone?		platted in 1987 parcel lines have been adjusted and ownership divided. These platting and ownership issues will need to be resolved prior to development occurring on the property. Its staff's understanding that the applicants intend to plat the property as one lot.
Are there existing land uses in the area similar to the proposed use?	The parcel is surrounded by Residential to the south and west with some light commercial to the southeast, which is consistent with the R-3A Zoning.	The R-3A Zone allows for both residential and professional office uses. Both are present in the immediate neighborhood. Residential uses range between single-family and apartment uses. Professional medical offices are present immediately to the southeast and across Woodruff Ave.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes	The site is adequate to accommodate both residential and commercial uses.
Criteria for Rezoning Section 3-4 of Ordinance		Staff Comment
The potential for disruption of agricultural irrigation and drainage systems		The Moody Canal runs down the east side of St. Clair Road and will need to be addressed by potential development of the overall property. No drainage systems are present on the property being considered for rezone.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off		Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements		As part of potential development the applicant is currently working on a detailed traffic analysis for the property. Similar uses exist in the RSC-1 and R-3A Zones and access and improvements to St. Clair Road will be required despite either zoning designation. This parcel could potentially have access from either Woodruff Ave. or St. Clair Road.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services		Staff would anticipate little to no impact to the capacity of existing public services as a result of the zone change.
The potential for nuisances or health and safety hazards that		The R-3A provides for a less variety of

could have an adverse effect on adjoining properties.	uses than the RSC-1 Zone and staff is unaware of the rezoning creating the potential for additional nuisances.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	No recent changes have occurred within this area of the City.

Zone District Information:

10-3-14 – R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics. The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type 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 R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements. The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
- (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
- (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
- (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
- (10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').
- (11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements. An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that: (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and (b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

10-3-13 RSC-1 RESIDENTIAL SHOPPING CENTER ZONE

(A) General Objectives and Characteristics. The objective in establishing the RSC-1 Residential Shopping Center Zone is to encourage shopping facilities which supply daily household items to locate near residential areas. Inasmuch as this Zone is usually surrounded by dwellings, it shall be characterized by a harmonious grouping of stores, shops and professional buildings; surrounded by lawns, trees, and shrubs planted and maintained in harmony with the surrounding residential areas. Clean, well-lighted parking lots and attractively maintained business buildings shall also be characteristics of this Zone. In general, the RSC-1 Residential Shopping Center Zone shall be located from one (1) to one and one-half (1½) miles from each other, or from other Zones in which business is permitted, and shall be small in area, containing from two (2) to twenty (20) acres. It is important the area selected for this Zone be actually developed as permitted. Otherwise, the surrounding residential area will lack the retail services needed for stable neighborhoods. Consequently, assurance that development will take place as planned shall be required. This assurance shall be in the form of a properly executed letter of intent and a surety bond running to the City of Idaho Falls, covering the construction of all drainage structures, hard-surfacing,

landscaping, and sprinkler irrigation system. Industries and other uses which tend to thwart and discourage the use of the land within this Zone for its primary purpose shall be excluded. In order to accomplish the objectives and purposes of this Zoning Code and to stabilize and promote the characteristics of this Zone, the following regulations shall apply in the RSC-1 Residential Shopping Center Zone:

(B) Development Plan. Before any building or structure is constructed within the RSC-1 Zone, a preliminary development plan shall be submitted to, and approved by, the Planning Commission and City Council.

(1) Contents of Preliminary Development Plan. All preliminary development plans shall consist of a complete site plan, showing: the proposed grading of the site and plans for handling storm water runoff; the location of all existing and proposed buildings and structures; off-street parking and loading areas required by the Required Parking and Loading Area subsection of this Zoning Code; surrounding public streets and points of access to and from those streets; sidewalks, crosswalks, and other pedestrian ways; solid waste disposal and pick-up areas; all landscaped areas; all fences or walls used for buffering or security; and the location, size, and design of all signs. Preliminary development plans may include proposals for the phasing of the proposed development.

(2) Findings. Before approving any preliminary development plan in the RSC-1 Zone, the Planning Commission shall find in writing that:

- (a) It is compatible with surrounding land uses, including surrounding residential areas;
- (b) It will not create any off-site nuisances, including excessive noise, improperly directed light or glare, blowing litter or dust, or improperly channeled storm water runoff;
- (c) It provides adequate off-street parking (as required by the Required Parking and Loading Area subsection of this Zoning Code), a safe pattern of on-site traffic circulation, and safe access to and from public streets;
- (d) Public streets in the area of the proposed development can safely accommodate the additional traffic it will generate;
- (e) It adequately provides for the safe on-site movement of pedestrians and bicyclists and safe pedestrian and bicycle access to and from the site; and
- (f) The proposed development can be adequately served by public services and utilities.

(C) Use Requirements.

(1) Uses permitted in the RSC-1 Residential Shopping Center Zone shall be limited to those uses which shall harmonize with the intent of the Zone. Accordingly, only the following uses shall be permitted in the RSC-1 Residential Shopping Center Zone in accordance with a development plan which has been approved by the Planning Commission and Council:

Bakeries (on-site retail only)	Dry Cleaning and Laundry Pick-up Agencies, which do not clean clothes from other cleaners or Pick-up Agencies
Banks & Financial Institutions	Dry Goods Stores
Barber Shop	Fix-it Shops
Beauty Parlor	Florist Shop
Book and Stationery Stores	Food Catering Services
Bowling Alleys Billiard and Pool Rooms	Garden Supply Stores
Camera and Photo Supply Shops	Gift Shops
Child Care Facilities	Grocery Stores
Clothing Stores	Hardware Stores
Confectionery Stores	Ice Pick-up Stations
Dairy Product Stores	Indoor Amusement and/or Recreational Facilities
Delicatessens	
Department Stores	
Drug Stores	

Jewelry Stores, including Sale and Repair of Jewelry, Watches, and Small Appliances
 Manufacturing, processing and/or fabrication limited to products sold at retail on premises
 Music Studios
 Office Buildings/Professional Buildings
 Pet Care Clinics, within a completely enclosed building, but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
 Pet Shop, Hobby Supply Stores
 Pressing, Altering and Repairing of Wearing Apparel
 Public and Private Parking Lots
 Public Service Buildings
 Radio and television repair shops

Record Shops
 Religious Institutions
 Restaurants
 Service Stations
 Shoe Stores and Repair Shops
 Sporting Goods Stores
 Stores selling a combination of items permitted in the zone
 Super Markets
 Variety Stores
 Wallpaper and Paint Stores
 Accessory uses and buildings ordinarily pertinent to any of the aforementioned uses.
 Other uses similar to the foregoing which uses are ruled by the Council to be in harmony with the intent of this Zone.

(2) Signs Permitted in the RSC-1 Zone. The signs permitted in the RSC-1 Zone shall be as follows:

(a) Directional signs for parking areas and access drives, each not exceeding eight square feet (8 ft²) in surface area or four feet (4') in height above grade.

(b) One (1) wall sign per street frontage for each business or occupancy or one combined wall sign per street frontage for all businesses or occupancies in one building or structure. Wall signs shall project no more than eighteen inches (18") from the wall on which they are mounted and shall not cover more than ten percent (10%) of the total area of the wall on which they are mounted.

(c) One (1) free standing ground sign or one free standing pole sign for each full three hundred thirty feet (330') of street frontage.

(d) Pole signs shall be permitted only along arterial streets, shall be located at least fifty feet (50') from any intersection, and shall be limited to thirty feet (30') in height above finished grade. Ground signs shall not exceed four feet (4') in height above grade.

(e) Where the sidewalk in front of a business or occupancy is covered by a roof, awning, or canopy, one hanging sign not to exceed four square feet (4 ft²) in surface area shall be permitted.

(f) Signs may have indirect or direct lighting, but flashing signs are not permitted.

(g) Projecting signs shall not be allowed in an RSC-1 Zone except in the form of hanging signs, as set forth in e., above, but canvas or nylon awnings may include the name of the business or its logo, provided that the name or logo occupies no more than twenty percent (20%) of the surface area of the awning.

(h) No revolving, animated, roof, off-premise, or portable signs shall be permitted in the RSC-1 Zone.

(D) Area Requirements. Each RSC-1 Residential Shopping Center Zone shall contain at least two (2) acres, but not more than twenty (20) acres, unless it can be shown the objectives of the land use plan can be better satisfied by designating a greater or lesser amount of land in said zone. There shall be no maximum area requirements for any individual lot or building contained within the RSC-1 Zone, except as required for setback and off-street parking space.

(E) Width Requirements. Each RSC-1 Residential Shopping Center Zone shall have a width of at least four hundred feet (400') along an abutting street. However, there shall be no maximum or minimum width requirements for any individual building or lot contained within an RSC-1 Zone.

(F) Location Requirements. All buildings and structures shall be located within the Zone so as to comply with the development plans as approved by the Planning Commission, except that in NO case shall

buildings be set back less than fifty feet (50') from the front street line, or closer than thirty feet (30') from the side street line or side or rear zone boundary line.

(G) Height Requirements. The maximum height of any building measured from the grade to the square of the building shall be thirty-five feet (35'). Chimneys, flagpoles, television antennas, and similar structures shall be excluded in determining height of a building. No minimum height shall be required for buildings.

(H) Size of Buildings. No requirements.

(I) Special Provisions.

(1) Development Time. It is intended the improvements as shown on the final site plan shall be started within a period of twenty-four (24) months after such plan is approved and shall be completed and ready for occupancy within a period of thirty-six (36) months from the date of Zone designation by the Council. In case of failure to properly construct the improvements covered by the bond within the time specified, the City may declare the bond forfeited. The Council may also reclassify into another Zone any or all of the territory covered by the Zone, if actual development and completion does not occur within the specified time.

(2) Landscaping. The privilege of providing the services to their residents in the surrounding neighborhood carries with it a corresponding responsibility to construct and maintain the premises in harmony with the characteristics of the surrounding Zone. Therefore, a landscaped strip of lawn or shrubbery and/or trees, at least thirty feet (30') in width for a shopping center containing more than five (5) acres or not less than fifteen feet (15') in width for a shopping center containing less than five (5) acres where recommended by the Planning Commission, shall be provided and maintained along the entire length of any street within the zone, and along the development side of any street bordering said development, except for permitted driveways. The landscaping plan shall show the location and species of all plants along with plans for sprinkler irrigation and other landscape features.

(3) Storage. All storage and activities, except loading and unloading, and automobile parking and refueling, shall be conducted entirely within a building, provided that Christmas trees and other seasonal items may be stored and sold outside of a building.

(4) Maintenance of Premises. No dust, odor, smoke, vibration or intermittent light, glare, or noise shall be permitted which is discernable beyond the premises, except from normal movement of automobile traffic.

(5) Off-Street Parking Space. All off-street parking and loading spaces shall be hard surfaced. No off-street parking space shall be located in between a street and any building unless the building is located at least sixty feet (60') from the street. Bumper guards or curbs shall also be provided along the edges of the off-street parking spaces, as required by the Planning Commission, so as to protect the landscaping.

(6) Residential Buildings, Churches, Schools, and Industrial Uses and Buildings shall not be permitted in any RBC-1 Zone.

(7) Building Standards. All buildings shall be designed by persons authorized in the State of Idaho to design commercial buildings and shall be constructed so as to be architecturally harmonious, in the opinion of the Planning Commission, with the characteristics of the surrounding area. Constructural plans showing architectural design and specifications of materials to be used on the exterior of all buildings to be constructed shall be submitted to, and approved by, the Planning Commission before issuance of any building permit. Where a parking area abuts adjacent residential property, a masonry wall, ornamental fence, or planter strip, as the Planning Commission shall determine to be most suitable, shall be erected. Additional landscaping may be required to further protect abutting land use or Zones.

(8) Lighting. All lighting shall be indirect or shielded and so designed as to reflect away from adjoining residences.

(9) Vehicular Access. No driveway shall be located closer than one hundred fifty feet (150') to the point of intersection of the front property line with the side property line which abuts upon a street, except the Planning Commission may authorize a lesser distance along a minor street when it can be shown that traffic congestion or hazards will not be increased thereby.

(10) Ownership. All land in the proposed Residential Shopping Center shall be held in one (1) ownership or in unified control so that all landscaping, off-street parking space, and other common areas can be properly maintained.

(J) Zone Change. In the event that an amendment to the Official Zoning Map will be necessary, the developer shall proceed as set forth in the General Provisions of this Zoning Code.

(K) Final Site Plan. After the preliminary development plan has been approved and after the Zoning of any necessary territories has been reclassified, the developer shall then submit a final site plan to the Planning Commission showing the following:

(1) The preliminary development plan, all sewer and water utilities for the site, and all architectural drawings for all buildings with appropriate dimensions. In the event the developer desires to construct the shopping center in progressive stages, architectural drawings for the first stage only shall be required at this time.

(2) If development of the shopping center is to be carried out in progressive stages, each stage shall be so planned that the requirements and intent of this Zoning Code shall be fully complied with at each stage. No final site plan for the initial stage of development shall be approved unless such stage comprises a total ground floor area of at least twenty-five thousand square feet (25,000 ft²) and at least three

(3) of the principal uses.

(L) Action on the Final Site Plan. The Planning Commission shall review the final plan for the conformance to the preliminary development plan. If the final site plan is in order, the Planning Commission shall recommend the same to the Council and shall so notify the developer. Upon approval of the final site plan by the Council and after a surety bond has been submitted to the City in the amount at least equal to the cost of constructing all drainage structures, grading, hard surfacing, driveways, curbs, landscaping, and sprinkler irrigation systems, guaranteeing that construction will take place as approved, the Council shall authorize the Building Department to issue a permit therefor.

(M) Approval Required. Construction of any buildings or structures in connection with a shopping center within an RSC-1 Residential Shopping Center Zone before final site plans have been approved for the same by the Council shall be deemed to be a violation of this Zoning Code.

(N) Approval Required. Construction of any buildings or structures in connection with a shopping center within an RSC-1 Residential Shopping Center Zone before final site plans have been approved for the same by the Council shall be deemed to be a violation of this Zoning Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF WEST 80 FEET OF LOTS 19 AND 20, BLOCK 1, LORIN C. ANDERSON, 2ND AMENDED AND THE WEST 173.10 FEET OF LOT 11, BLOCK 1, LORIN C. ANDERSON, 1ST AMENDED AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RSC-1 ZONE TO R-3A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is RSC-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Medical Services Center"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 3, 2015, and recommended approval of zoning the subject property to R-3A Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 10, 2015.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

West 80 feet of Lots 19 and 20, Block 1, Lorin C. Anderson, 2nd Amended, and the West 173.10 feet of Lot 11, Block 1, Lorin C. Anderson, 1st Amended

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R-3A Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE REZONING OF WEST 80 FEET OF LOTS 19 AND 20, BLOCK 1,
LORIN C. ANDERSON, 2ND AMENDED AND THE WEST 173.10 FEET OF
LOT 11, BLOCK 1, LORIN C. ANDERSON, 1ST AMENDED AS DESCRIBED
IN SECTION 1 OF THIS ORDINANCE FROM RSC-1 ZONE TO R-3A ZONE;
AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ZONING AMENDMENT FROM RSC-1 RESIDENTIAL SHOPPING CENTER ZONE TO R-3A RESIDENCE ZONE FOR THE WEST 80' OF LOTS 19 & 20, BLOCK 1, LORIN C ANDERSON, 2ND AMENDED AND THE WEST 173.10 ' OF LOT 11, BLOCK 1, LORIN C ANDERSON, 1ST AMENDED, LOCATED EAST OF ST. CLAIR ROAD, WEST OF WOODRUFF AVENUE, SOUTH OF E 17TH STREET

WHEREAS, the applicant filed an application for final plat on October 2, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission on November 3, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.64 acre parcel located east of St. Clair Road, west of Woodruff Avenue, south of E 17th Street.
3. The application indicates that the existing zoning designation lines do not match the ownership lines for the properties. The requested rezone would correct this issue.
4. There are currently approximately seven acres, including the existing medical facility that are zone R-3A immediately surrounding the area.
5. The comprehensive plan identifies this area as a Medical Services Center designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for a Zoning Amendment from RSC-1 Residential Shopping Center Zone to R-3A Residence Zone for the west 80' of Lots 19 & 20, Block 1, Lorin C Anderson, 2nd Amended and the west 173.10' of Lot 11, Block 1, Lorin C Anderson, 1st Amended.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-150-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation with Initial Zoning of R-1, Development Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Yorkside, Division No. 2
DATE: October 30, 2015

Attached is the application for Annexation with Initial Zoning of R-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Yorkside, Division No. 2. The Planning and Zoning Commission considered this item at its October 6, 2015 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity map
Aerial photo
Final Plat
Planning Commission Minutes, October 6, 2015
Staff Report, October 6, 2015
Development Agreement Special Conditions
Annexation Ordinance
Zoning Ordinance
Reasoned Statements of Relevant Criteria and Standards

cc: Kathy Hampton
File



Legend

- Final Plat
- Annexation

- RP
- RP-A

- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS

- RSC-1
- C-1
- HC-1
- CC-1
- GC-1

- R&D-1
- M-1
- I&M-1
- I&M-2

- RMH
- PT-1
- PT-2

- PT-2 & T-1
- PUD
- T-1
- T-2

- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

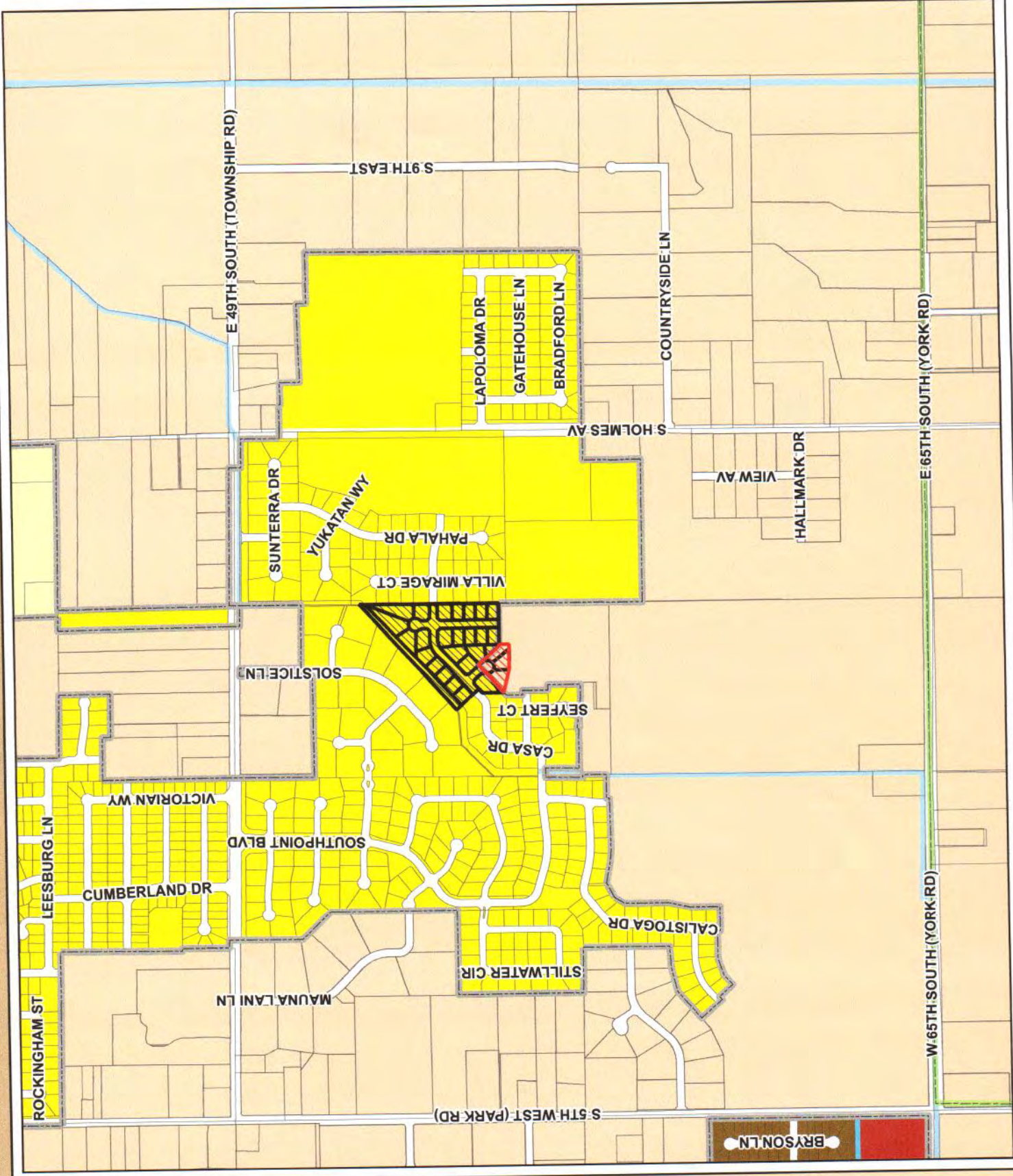
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact

- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
















1" = 1,000'

Date: 08/31/2015





Annexation, Initial Zoning & Final Plat

	Estate		Greenbelt Mixed Uses		Commercial		Higher Education Centers		Railroad-related industrial
	Low Density		Parks, Recreation		Employment Centers		Planned Transition		
	Higher Density		Public Facilities, Open Spaces		Medical Services Center		Highway-related industrial		

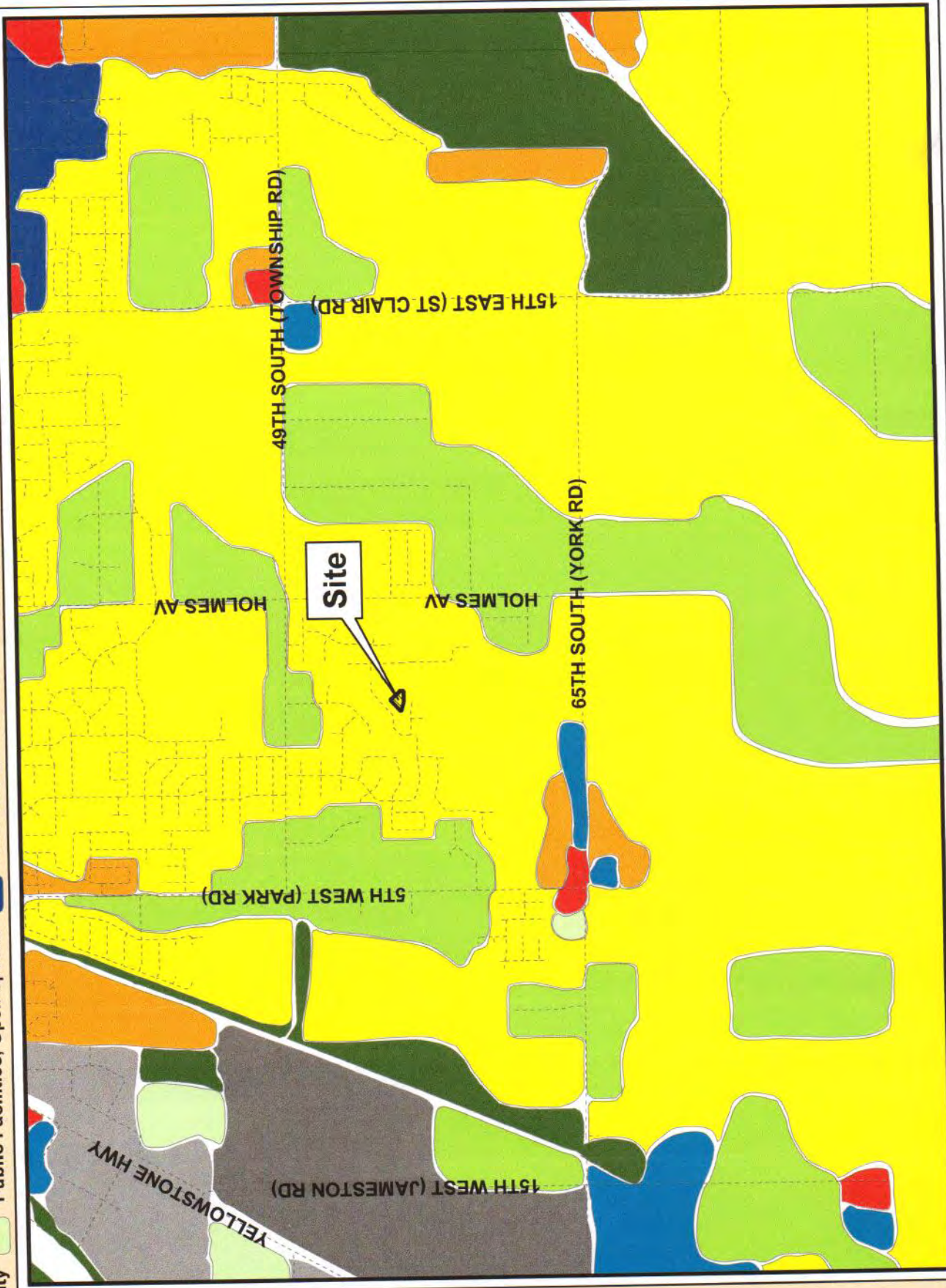


Comprehensive
Plan

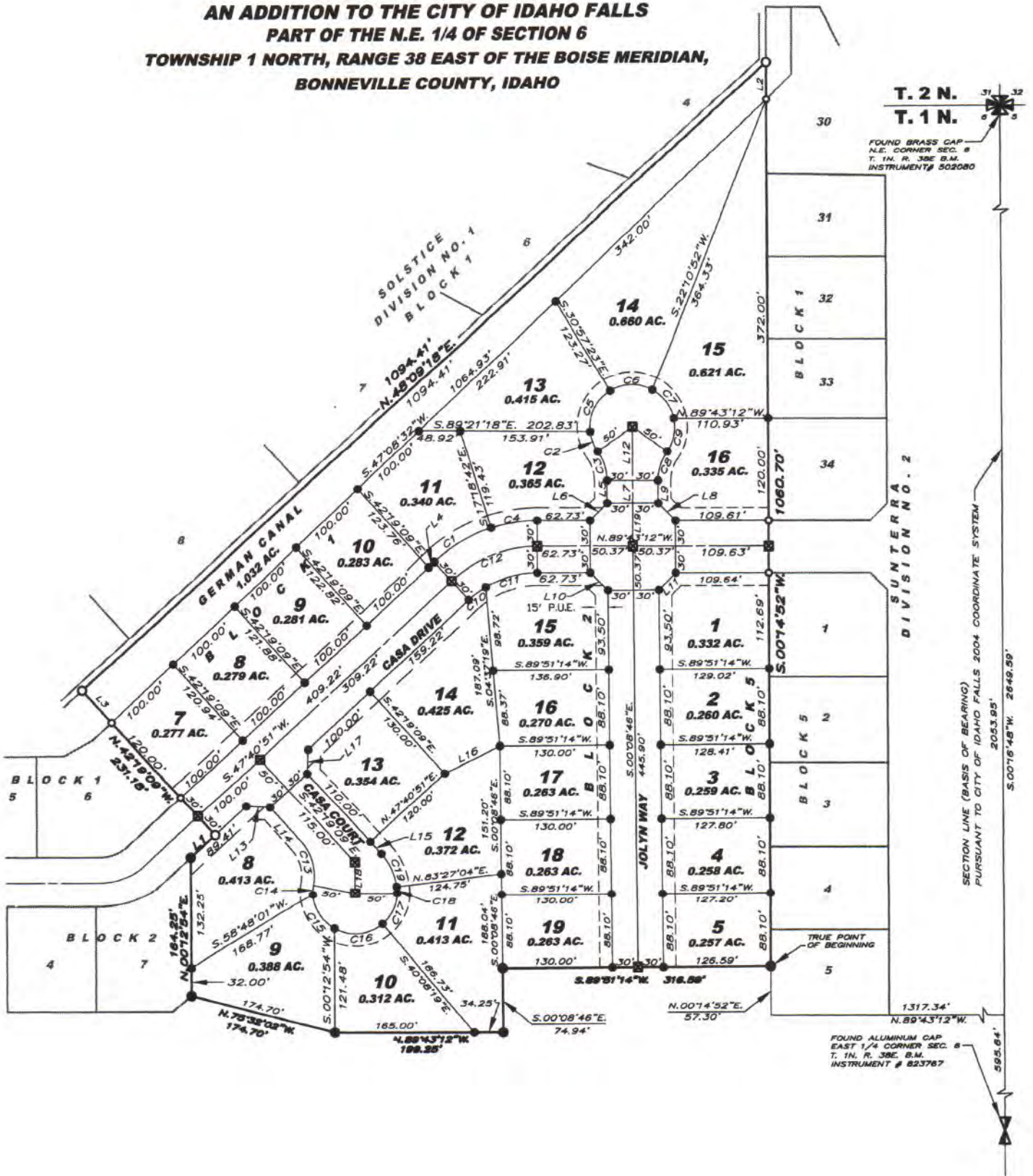


Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

Date: 08/31/2015

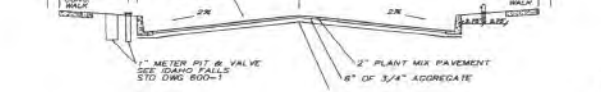
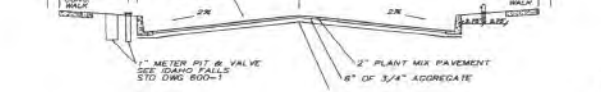
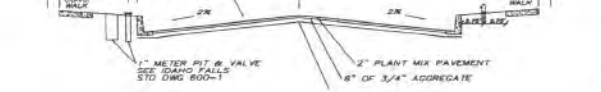
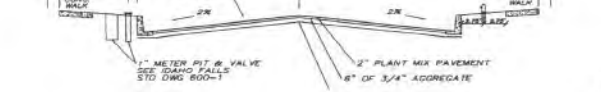
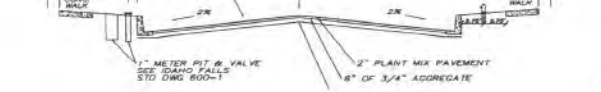
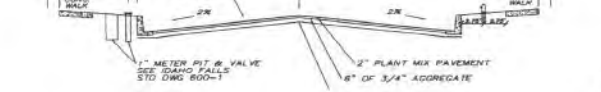
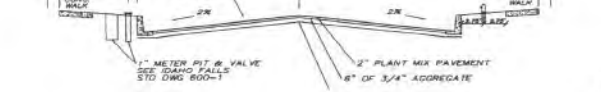
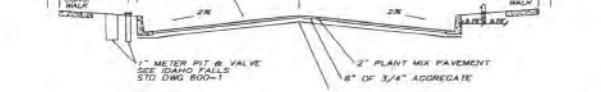
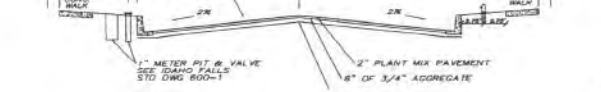
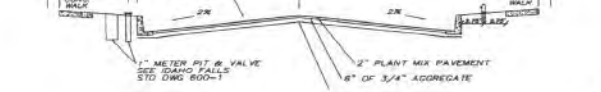
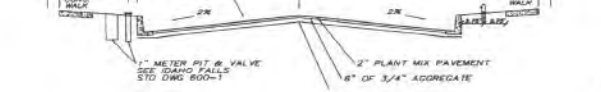
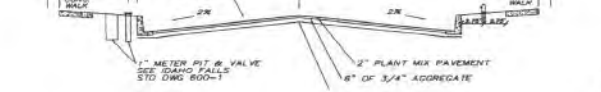
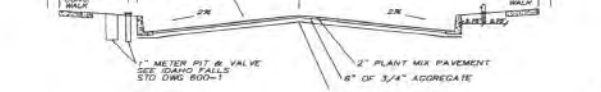
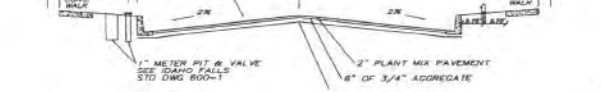
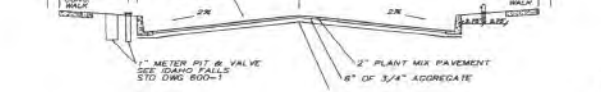
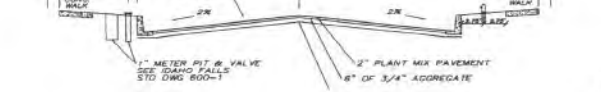
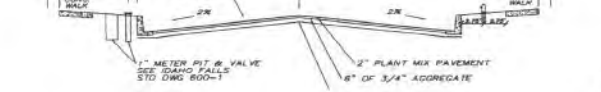
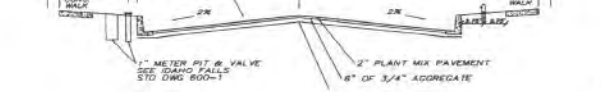
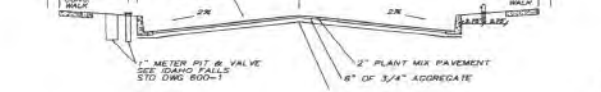
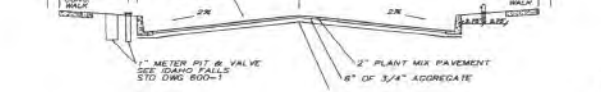
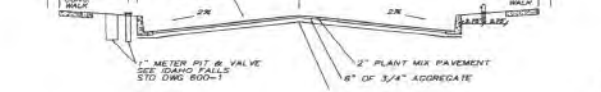
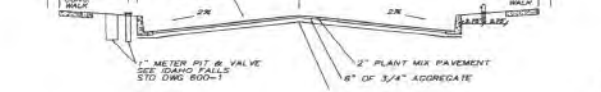
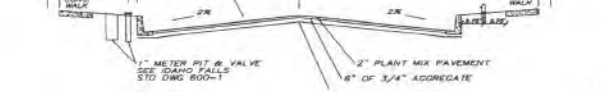
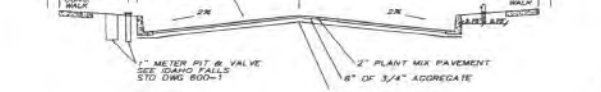
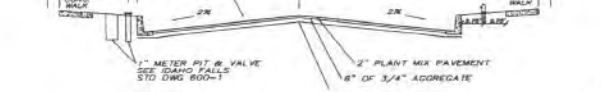
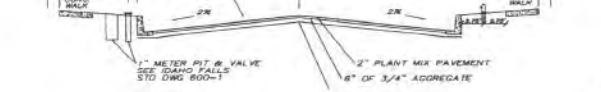
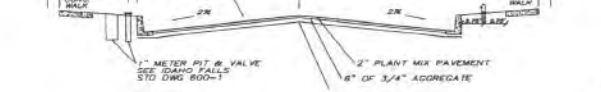
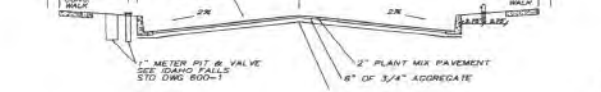
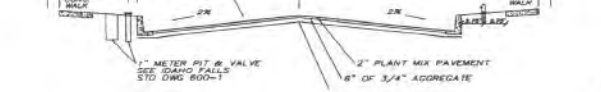
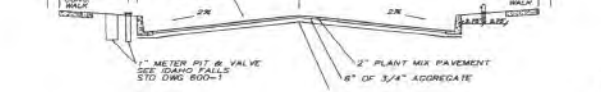
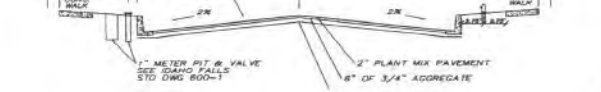
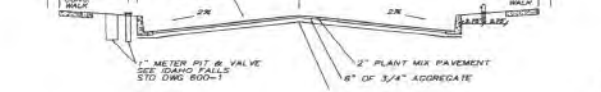
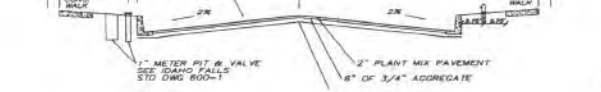
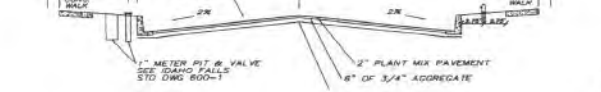
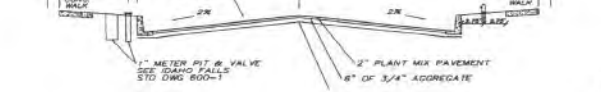
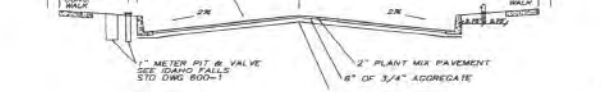
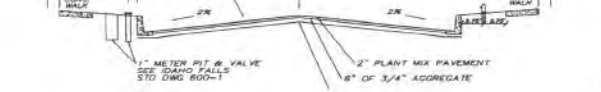
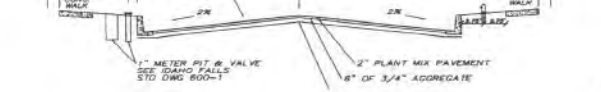
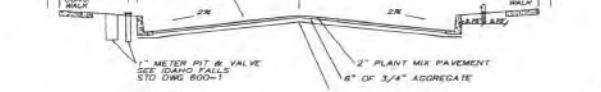
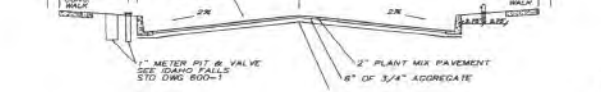
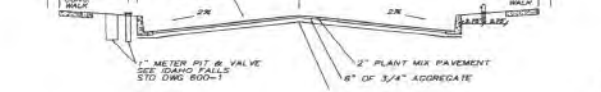
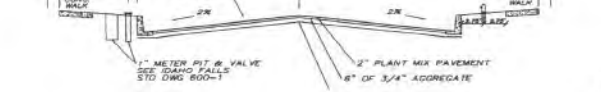
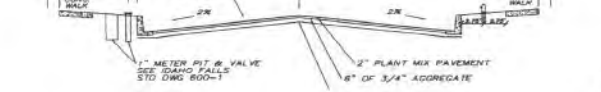
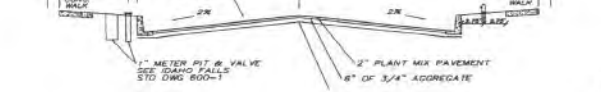
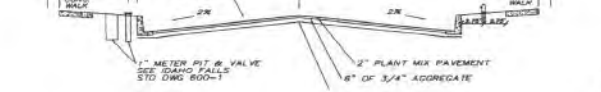
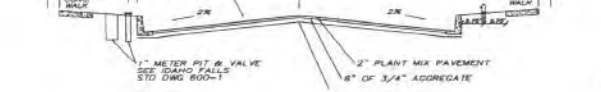
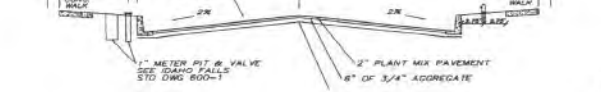
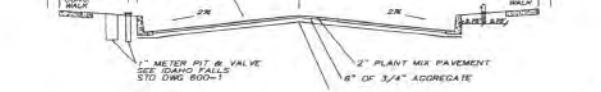
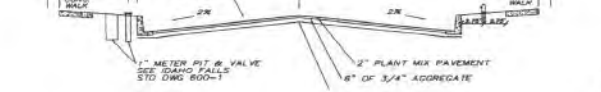
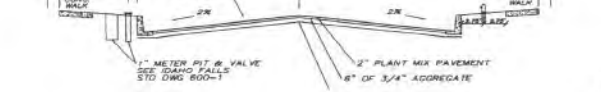
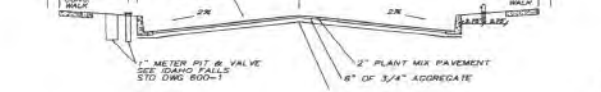
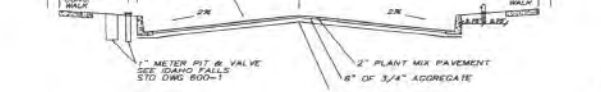
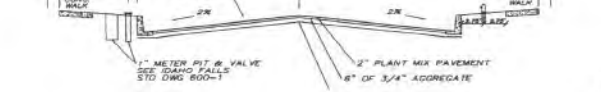
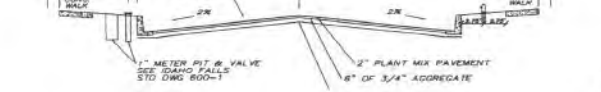
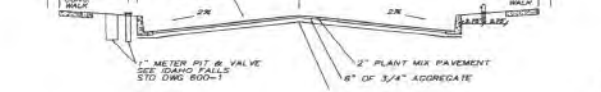
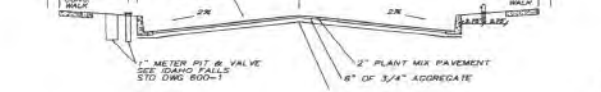
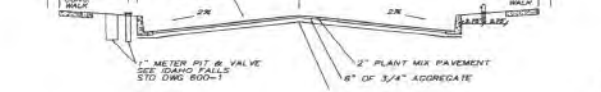
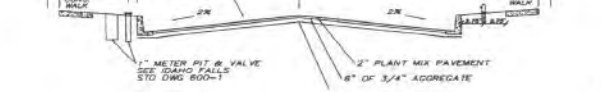
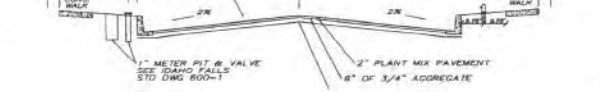
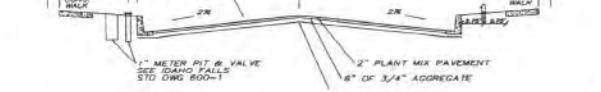
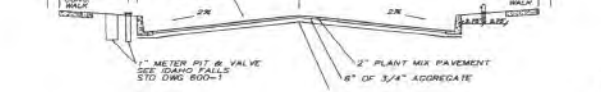
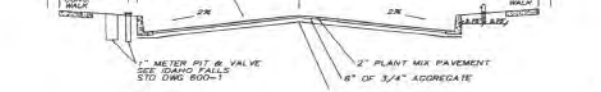
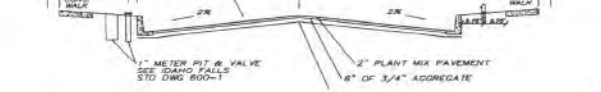
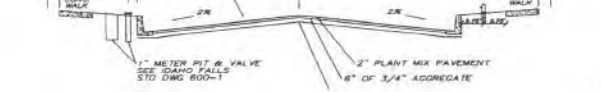
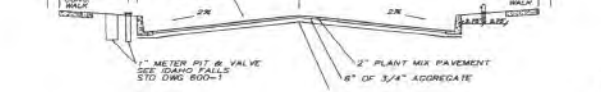
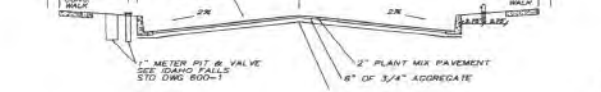
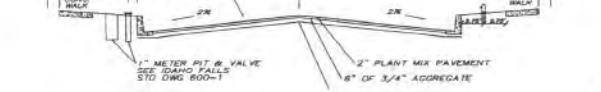
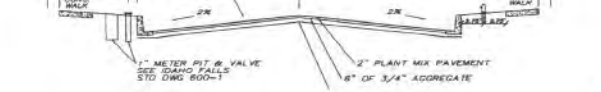
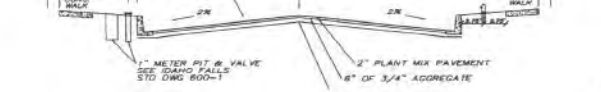
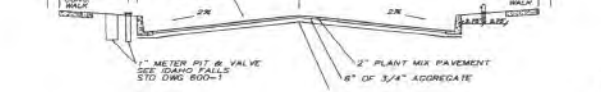
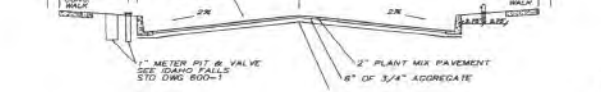
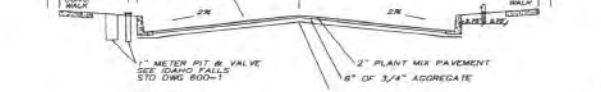
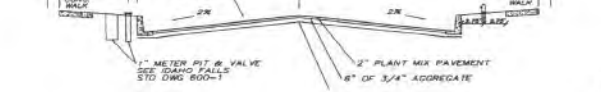
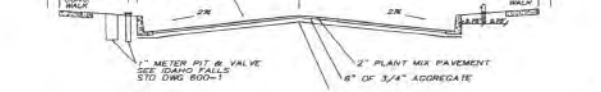
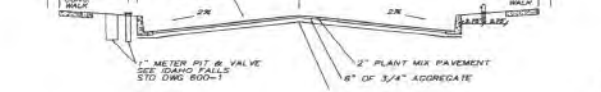
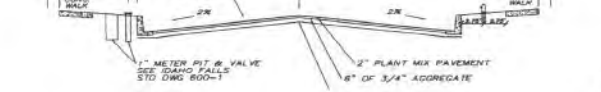
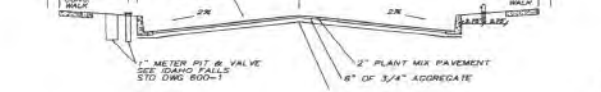
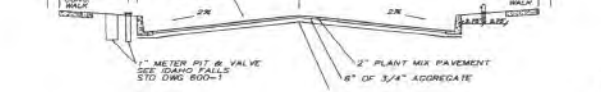
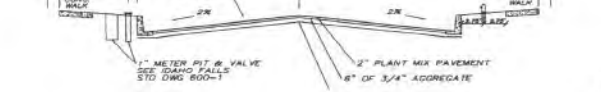
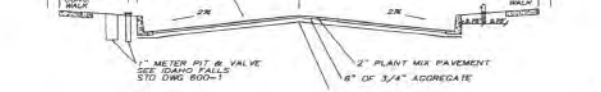
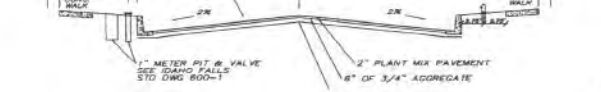
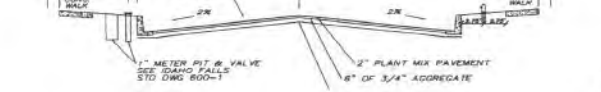
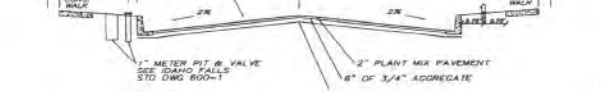
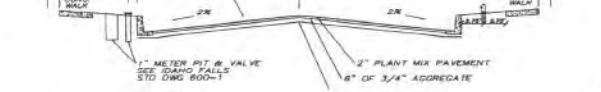
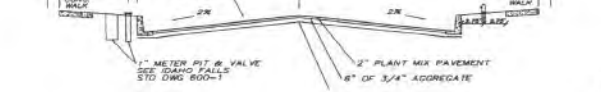
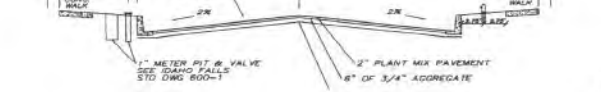
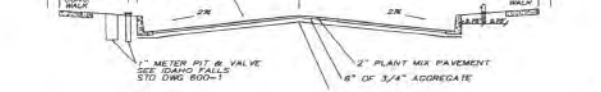
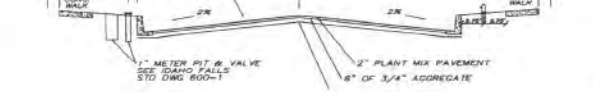
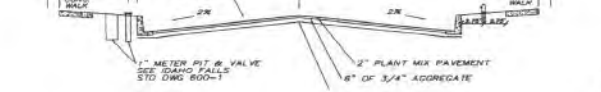
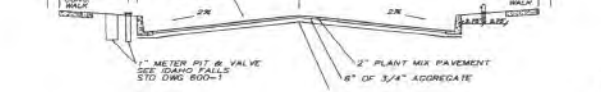
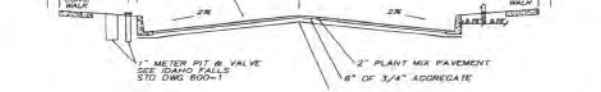
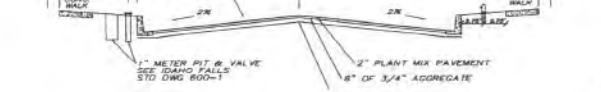
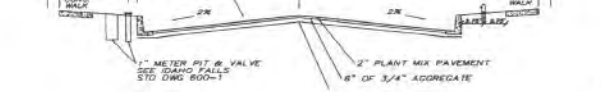
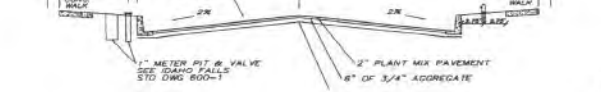
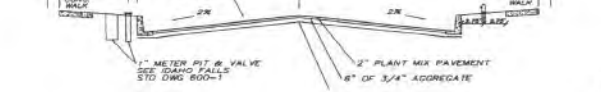
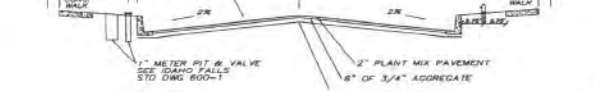
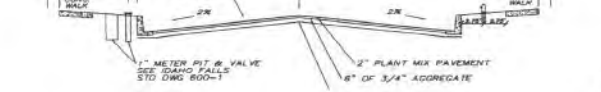
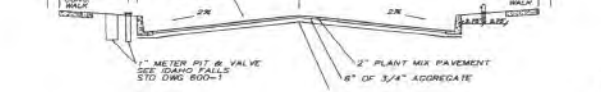
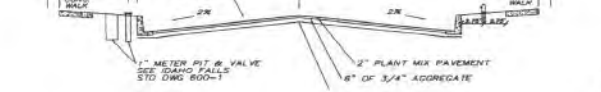
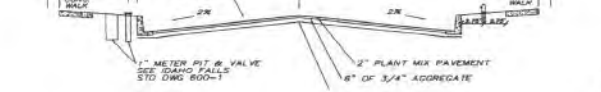
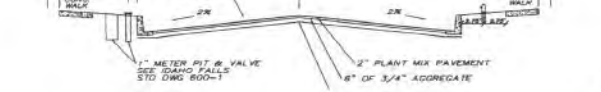
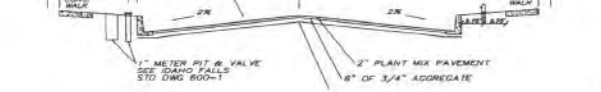
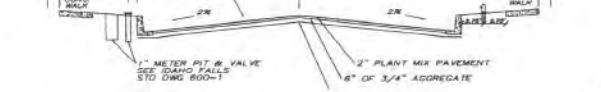
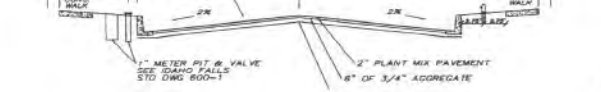
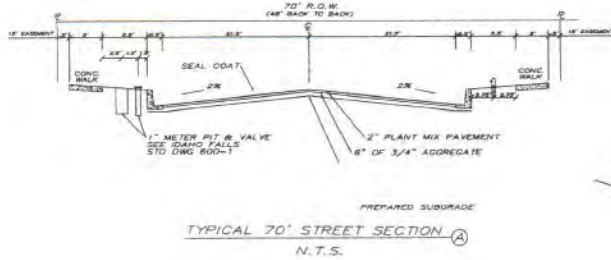
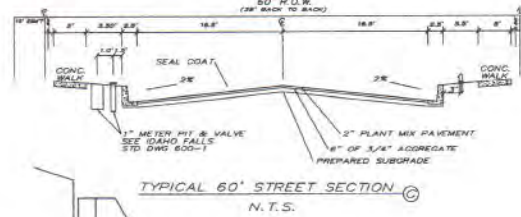
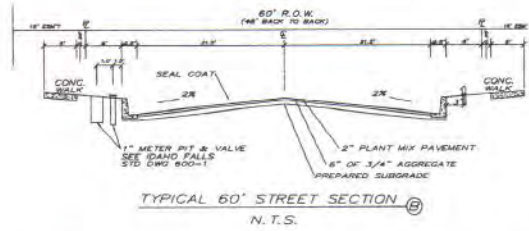


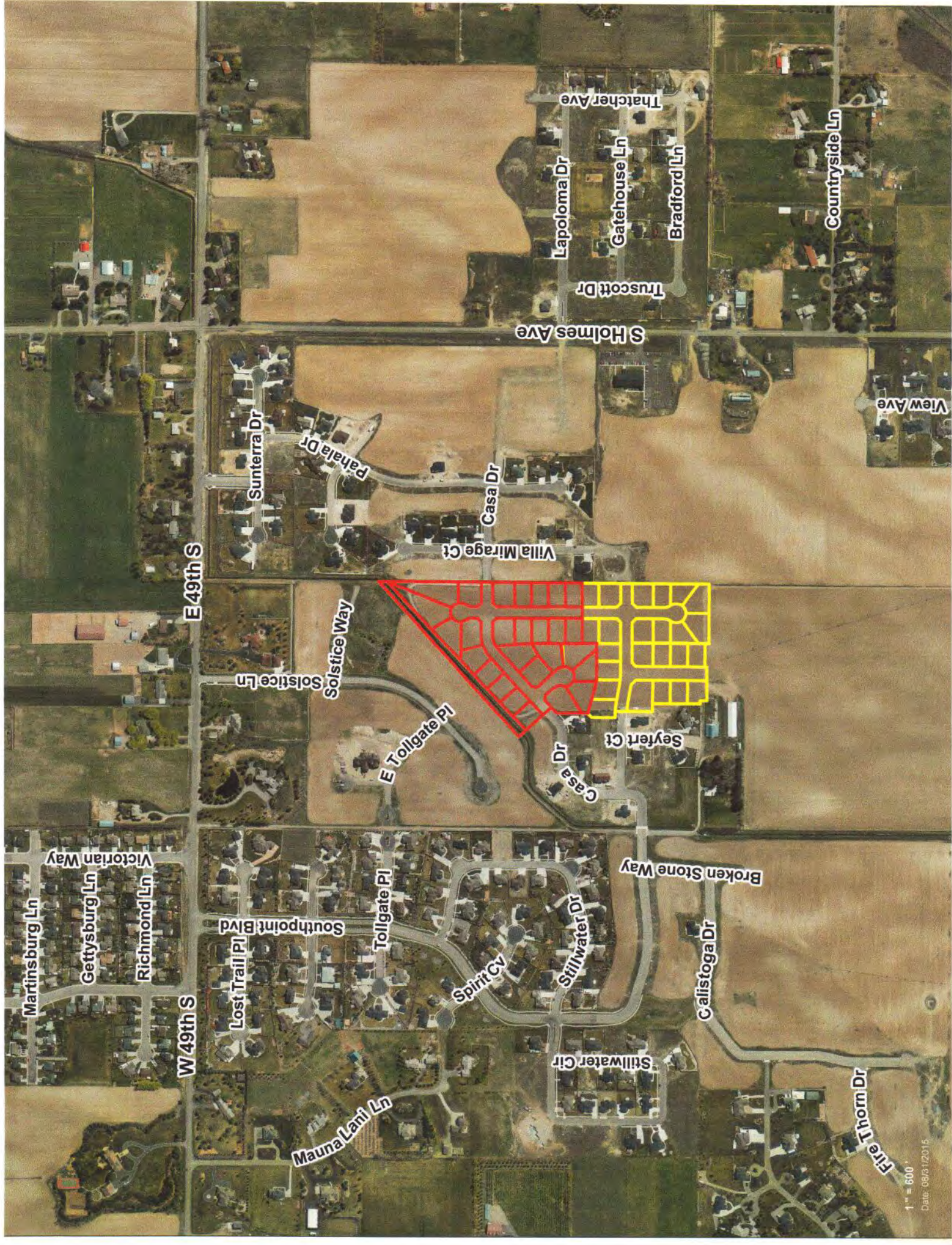
**YORKSIDE SUBDIVISION
DIVISION NO 2**
AN ADDITION TO THE CITY OF IDAHO FALLS
PART OF THE N.E. 1/4 OF SECTION 6
TOWNSHIP 1 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,
BONNEVILLE COUNTY, IDAHO



PRELIMINARY PLAT
YORKSIDE DIVISION NO. 2 & 3
 PART OF E 1/2, SEC. 6, T. 1 N., R. 38 E. B.M.
 CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

VICINITY MAP





Comprehensive Plan and zoning in the area. Dixon stated that the PB is consistent as it is next to professional offices and medical services center. Dixon stated that low density residential would be consistent. Dixon stated that high density residential is not compatible and is not shown on the Comprehensive Plan Map for the area. Dixon stated that the site is an interior area that is not on any kind of collector or next to an arterial. Dixon added that the only thing that the rezone would do is go from allowing office buildings to allowing both office buildings and high density residential. Dixon stated those are the reasons that he is against the proposal.

Dixon moved to recommend to the Mayor and City Council denial of the proposal to rezone from PB to R3-A for St. Clair Estates, Division No. 12, Denney seconded the motion and it passed unanimously.

Beutler stated that this subject parcel had 3 items on the agenda including rezone, planned unit development as was being proposed under the R-3A zone, which is a separate action and separate hearing, the third item is a final plat for St. Clair Estates Division No. 12. Beutler stated that all three of the items relate to the 12 acre piece. Beutler stated that as a result of the recommendation for denial on the rezone, at this time the applicant is going to withdraw the planned unit development and the final plat. No action will be taken tonight.

2. Planned Unit Development. This application was withdrawn by the applicant.

3. Annexation of 1.127 Acres with Initial Zoning of R-1, and Final Plat: Yorkside, Division No. 2. Beutler presented the staff report, a part of the record. Dixon asked if there are any photos showing the elevation of the canal. Beutler stated that his best recollection is that there is not a significant elevation difference, but would defer to the applicant. Dixon asked if this final plat includes any of the adjustment to the size of the lots, especially along the northwest side of Casa Drive. Beutler stated there were some modifications and changes and that is the reason the applicant came back for the preliminary plat. Beutler stated that the issues were resolved working through the preliminary plat process and this final plat matches the preliminary plat.

Morrison opened the public hearing.

Applicant:

Rod Ellsworth, 253 1st Street, Idaho Falls, Idaho. Ellsworth stated the preliminary plat for this area was revised to adjust the lot sizes and the amount of lots along the street. Ellsworth stated that they got rid of 1 or 2 lots where the new cul-de-sac is located. Ellsworth stated they are adding a very small area of annexation to include the bottom of the cul-de-sac that was not originally annexed.

No one appeared in support.

Opposition:

Carol Anderson, 5263 Solstice, Idaho Falls, Idaho. Ms. Anderson's lot is across the canal from lots 11, 12 and 13. Ms. Anderson stated that her concern is similar to the St. Clair Estates concern. Ms. Anderson stated that this area is a big landlocked area with no real access to main roads other than to go through Southpoint or Sunterra neighborhoods. Ms. Anderson asked the Commissioners to look at the traffic issue and clarify where the traffic will go. Ms. Anderson stated that there will be 250 lots when the subdivision is built out and there is no way to get to a

main road except for 65th South and the road to 65th will not be completed till later. Ms. Anderson stated that she finds lots 11, 12 and 13 to be odd to be sandwiched in between to make it so she'll have 3 homes right behind her and would suggest they turn that into two lots instead of three.

Applicant:

Rod Ellsworth, 253 1st Street, Idaho Falls, Idaho. Ellsworth stated that the canals are raised above the field lines. Ellsworth stated that the west of the 3rd phase of the development would then connect into the adjacent subdivisions. Ellsworth stated that they are designing a way to get over the canal. Ellsworth stated that Division 3 of Yorkside has a connecting road across from subdivision to subdivision so when Division 3 is put together that will eliminate the traffic flow on the main street. Swaney asked what the traffic flow pattern will be currently with the plat that is before the Commission. Ellsworth stated that the City has required them to maintain a very wide street all the way to the intersection where it will neck back down to Solstice subdivision and there have been no comments with any problems with traffic flow. Dixon stated that there was a preliminary plat to the east of this land that would connect Casa Drive to South Holmes in the vicinity of LaPaloma Drive. Beutler stated that there are several subdivisions in this area that have been reviewed recently and will assist in the overall transportation system. Beutler stated that there will be a connection to Holmes. Beutler stated there is an approval for the Avalon Phase 1 that will provide a connection to Holmes. Beutler stated there are preliminary plats for the entire area all the way to York and traffic has been looked at by Public Works. Beutler stated that they are now requiring they provide residential collector streets and they are platted at 70' rights-of-way rather than 60', so there is a better traffic flow in residential neighborhoods.

Morrison closed the public hearing.

Swaney stated that the annexation and final plat meets all the requirements.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation of 1.127 Acres with Initial Zoning of R-1, and Final Plat of Yorkside Division No. 2 as presented, Dixon seconded the motion and it passed unanimously.

4. Zoning Ordinance Amendment: Beutler presented the staff report, a part of the record. Wyatt asked if the changes to the GC-1 Zone will match the County. Beutler stated that currently the GC-1 zone is very similar to the County's zone, but the changes will not match, it will be unique to the City. Dixon asked if the items that are being struck out and not moved to the I&M-1 will be included in another zone or is there another level of zoning for those items. Beutler stated that the intent would be that those items are not included. Dixon asked about the feed establishment, and suggested that it should be in town somewhere now that they are allowing chickens in town. Beutler stated that they are referring to large scale feed establishments. Beutler stated that the hardware store and farm stores could still carry feed. Dixon stated that on the fencing it says from the front lot line. Dixon stated that he has noticed that when you go around a corner, a side lot line ends up being next to a front lot line, so in pulling out of a driveway if the side lot is allowed to have a fence all the way to a lot line, then while you are not blocking the clear sight triangle of a street intersection you can be blocking the view of the street from someone's driveway. Dixon asked if there was anything to address that issue. Beutler stated that the intent would just be the chain link fence. Dixon acknowledged it is not addressed

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

Final Plat

Yorkside, Division No. 2

October 6, 2015



Community
Development
Services Department

Applicant: Ellsworth &
Associates PLLC

Location: South of E. 49th
South (Township Road), north
of E. 65th South (York Road),
east of S. 5th West (Park
Road), and west of S. 9th East.

Size: Approx. 12.739 acres

Buildable Lots: 27

Landscape Lots: 0

Avg. Lot Size: 15,028 sq ft

Net Density: 2.898

Gross Density: .471

Existing Zoning:

Site: R-1

North: R-1

South: A-1 (County)

East: R-1

West: R-1

Existing Land Use:

Site: Agricultural

North: Residential

South: Agricultural

East: Residential

West: Residential

Future Land Use Map:

Low Density

Attachments:

1. Subdivision Information
2. Maps and aerial photos
3. Final Plat

Requested Action: To **recommend** to the Mayor and City Council annexation, with an initial zoning of R-1 and approval of a final plat, for property located South of E. 49th South (Township Road), north of E. 65th South (York Road), east of S. 5th West (Park Road), and west of S. 9th East.

Annexation: This is a category "A" annexation. The proposed annexation includes a small triangular section that is approximately 1.127 acres. Utilities have already been installed in this area of the development to provide service to previous phases.

Zoning: The proposed R-1, Residence Zone designation is consistent with the Comprehensive Plan and the existing zoning in the area. Division No. 1 to the west is also zoned R-1 and has been developed as single family residential. Properties to the north in the Solstice Subdivision and to the east in Sunterra Division 2 are zoned R-1 and have also been developed as single family. Other agricultural properties in the area are zoned A-1 within the County, but are designated as Low Density residential within the Comprehensive Plan.

Final Plat: The final plat includes 27 buildable lots. The preliminary plat for this area was approved in August, 2015. The final plat is consistent with the approved preliminary plat. Main access to this division will come from Casa Drive. This phase will also provide a needed connection to the Yorkside Subdivision and the Sunterra Subdivision providing multiple main accesses to the overall development.

Recommendation: Staff has reviewed the annexation, initial zoning and final plat and finds that it meets the minimum requirements for annexation, is consistent with the Comprehensive Plan and the R-1 Zone and complies with the subdivision ordinance. Staff would recommend approval.

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (Page 67)

Zoning Ordinance:

7-3 R-1 RESIDENCE ZONE

7-3-1 General Objectives and Characteristics.

The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one family dwellings and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods.

In order to accomplish the objectives and purposes of this Ordinance and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-1 Zone:

7-3-2 Use Requirements.

The following uses shall be permitted in the R-1 Zone:

- A. Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- B. Home occupations.
- C. Cemeteries, when approved by the Planning Commission as a conditional use.
- D. Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- E. Single-family attached dwellings when found to be in accordance with Section 7-3-10 and approved by the Planning Commission and City Council as a conditional use.

7-3-3 Area Requirements.

An area of not less than six thousand (6,000) square feet shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the zone.

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 1.127 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Low Density"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on October 6, 2015, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 10, 2015.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.00°14'52"E. along the West boundary of said Sunterra, Division No. 2 a distance of 55.00 feet to the Southerly boundary of the City of Idaho Falls Annexation line, Ordinance number 2971; thence N.89°43'12"W. along said Southerly boundary 308.62 feet to the TRUE POINT OF BEGINNING; running thence S.89°51'14"W. 7.97 feet; thence S.00°08'46"E. 74.94 feet; thence N.89°43'12"W. 199.25 feet; thence N.75°32'02"W. 174.70 feet to a point on the East boundary line of Lot 7, Block 2, Yorkside Subdivision, Division No. 1, City of Idaho Falls, Bonneville County, Idaho, said point also being the Southwest corner of said City of Idaho Falls Ordinance number 2971; thence along said Annexation line the following three (3) courses; (1) thence N.47°40'51"E. 285.00 feet; (2) thence S.41°41'38"E. 216.18 feet; (3) thence S.89°43'12"E. 21.66 feet to the TRUE POINT OF

BEGINNING

Containing: 1.127 Acres

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R-1, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:

County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 1.127 ACRES
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION FOR PROPERTY LOCATED SOUTH OF TOWNSHIP ROAD, NORTH OF YORK ROAD, WEST OF HOLMES AVENUE, EAST OF PARK ROAD

WHEREAS, the applicant filed an application for annexation on August 28, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 6, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2015 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.127 acre parcel located south of Township Road, north of York Road, west of Holmes Avenue, and east of Park Road.
3. This is a category "A" annexation in which the property owner is requesting annexation to the city.
4. The area being annexed is a portion of a larger subdivision which has already been annexed into the City.
5. The applicant's initial zoning request is for R-1, Residence Zone which complies with the Comprehensive Plan and zoning in the surrounding area.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING of R-1 FOR PROPERTY LOCATED SOUTH OF TOWNSHIP ROAD, NORTH OF YORK ROAD, WEST OF HOLMES AVENUE, EAST OF PARK ROAD

WHEREAS, the applicant filed an application for initial zoning of R-1 on August 28, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 6, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2015 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.127 acre parcel located south of Township Road, north of York Road, west of Holmes Avenue, and east of Park Road.
3. This is a category "A" annexation in which the property owner is requesting annexation to the city.
4. The area being annexed is a portion of a larger subdivision which has already been annexed into the City.
5. The applicant's initial zoning request is for R-1, Residence Zone which complies with the Comprehensive Plan and zoning in the surrounding area.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR YORKSIDE SUBDIVISION DIVISION NO. 2 SOUTH OF TOWNSHIP ROAD, NORTH OF YORK ROAD, WEST OF HOLMES AVENUE, AND EAST OF PARK ROAD.

WHEREAS, the applicant filed an application for a final plat on August 28, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 6, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision Ordinance, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 12.739 acre parcel located south of Township Road, north of York Road, west of Holmes Avenue, and east of Park Road.
3. The property is annexed and zoned R-1.
4. The proposed subdivision includes a street network that will provide adequate connection for the development as well as undeveloped parcels in the surrounding area.
5. The final plat is consistent with the approved preliminary plat
6. The final plat complies with the requirements set forth within the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Idaho Falls approved the final plat for Yorkside Subdivision Division No. 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
YORKSIDE SUBDIVISION, DIVISION NO. 2

This DEVELOPMENT AGREEMENT, YORKSIDE SUBDIVISION, Division No. 2, (hereinafter called "AGREEMENT"), made this _____ day of November, 2015, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and ALAN KELSCH, an individual, (hereinafter called "DEVELOPER"), whose mailing address is 7466 S. 15th W., Idaho Falls, Idaho 83402.

W I T N E S S E T H:

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

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

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

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

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

WHEREAS, DEVELOPER 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 arterial street improvements adjacent to Holmes and water, sewer and street improvements within 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,

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 and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement Plans. 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 of final 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 final 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. Such 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 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") licenses 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" 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 original 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. Acceptance of the Subdivision 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 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 and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises 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, 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.

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 stormline 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 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. 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 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 Section 10-1-19 of 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 Fees. 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. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat, declaring that the water system of CITY constitutes a suitable water delivery system for such lots and property, and declares that that all property within the plat will remain subject to assessments levied by the irrigation district. DEVELOPER shall enter into an agreement that confirms that CITY shall pay all assessments for the property in the plat to the irrigation district unless CITY files a petition requesting exclusion from the district, which CITY may do at any future date.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the final Improvement Plans is approved and accepted by such entity.

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

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

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

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

27. 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.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

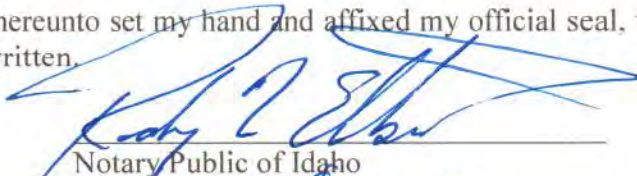
ALAN KELSCH

By 
ALAN KELSCH, Owner

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 23RD day of November, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Alan Kelsch, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same on his own behalf.

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



Notary Public of Idaho

Residing at: Jefferson Co.
My Commission Expires: 7-11-20

(Seal)



STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2015, before me, the undersigned, a notary public, in and for said State, 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 such City executed the same.

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

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

(Seal)

EXHIBIT A
Property

YORKSIDE SUBDIVISION
DIVISION NO. 2

BOUNDARY DESCRIPTION

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.00°14'52"E. along the West boundary of said Sunterra, Division No. 2 a distance of 57.30 feet to the TRUE POINT OF BEGINNING; running thence N.89°51'14"W. 316.59 feet; thence S.00°08'46"E. 74.94 feet; thence N.89°43'12"W. 199.25 feet; thence N.75°32'02"W. 174.70 feet to an angle point on the Easterly Boundary of Yorkside Subdivision, Division No. 1, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence along said Easterly Boundary line the following three (3) courses: N.00°12'54"E. 164.25 feet; thence N.47°40'51"E. 39.41 feet; thence N.42°19'09"W. 231.18 feet to the Southerly boundary of Solstice, Division No.1, an Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.48°09'18"E. along said Southerly boundary 1094.41 feet to said West boundary of Sunterra, Division No. 2; thence S.00°14'52"W.along said West boundary 1060.70 feet to the TRUE POINT OF BEGINNING.

Containing: 554,929 Sq. Ft. or 12.739 Acres.

EXHIBIT B
SPECIAL CONDITIONS FOR
YORKSIDE SUBDIVISION, DIVISION NO. 2

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$5,400.00 (27 lots of R-1 zone at \$200.00 per lot),

<u>Due Date:</u>	<u>Payment Amount:</u>
Upon execution hereof	\$ 540.00
February 1, 2016	\$1,215.00
May 1, 2016	\$1,215.00
August 1, 2016	\$1,215.00
November 1, 2016	<u>\$1,215.00</u>
TOTAL	\$5,400.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is \$3,380.04 (450,672 square feet net area at \$0.0075 per square foot), payable as follows:

<u>Due Date:</u>	<u>Payment Amount:</u>
Upon execution hereof	\$ 338.00
February 1, 2016	\$ 760.51
May 1, 2016	\$ 760.51
August 1, 2016	\$ 760.51
November 1, 2016	<u>\$ 760.51</u>
TOTAL	\$ 3,380.04

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the City Engineer. DEVELOPER also agrees to install all traffic control sign posts and foundations, per CITY standards and pay the sum of One Hundred Twenty Three Dollars (\$123.00) simultaneously upon execution of this AGREEMENT, in consideration of the installation by CITY of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

S-C 4.00. Subdivision Street Section Improvements. Developer shall be responsible for designing and constructing the street section improvements inside the boundaries of the subdivision. The full street section throughout the development shall be constructed as shown on the Improvement Drawings filed with and approved by the City Engineer. The pavement thickness for the development shall be 2 inches of asphalt plant mix pavement over 6 inches of ¾ inch crushed aggregate base material. The improvements shall be in accordance with the City of Idaho Falls Standard Specifications and Drawings in affect at the time the improvements are commenced. The design shall be approved by the City Engineer prior to construction.

S-C 5.00. Storm Drain Facility. The Developer will construct the storm system in accordance with the approved improvement drawings.



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-157-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Zoning Ordinance Modification to Reduce Required Parking for Dwelling Units in the CC-1 Zone
DATE: December 2, 2015

Attached is a proposed modification to the Zoning Ordinance to reduce the required number of parking stalls per dwelling unit in the CC-1 zone from two to one. This change was recommended by the downtown housing completed by Leland Consulting. The request came from the Idaho Falls Redevelopment Agency and has also been discussed with the Idaho Falls Downtown Development Corporation. The Planning and Zoning Commission considered this change at its November 3, 2015 meeting and recommended approval. Staff concurs with the Commission and recommends approval of the ordinance.

Attachments: Proposed ordinance
Planning and Zoning Commission minutes, November 3, 2015
Staff report, November 3, 2015
Letter from Lee Radford, IFRdA Board Chairman

cc: Kathy Hampton
File

Black stated that she agrees with Commissioner Swaney that the Commission needs to look at the Comprehensive Plan, but if there is an area that is underdeveloped, then one of the tools the Commission has is to rezone, which is another reason why she was conflicted with this application. Wimborne applauded the applicant for looking at this piece of land, as it is in a strange spot and isn't benefiting the area. Wimborne stated that her hope is that the applicant can go back and look at the ordinances and find something that will suit the applicant's needs and the needs of the area.

5. Amendment to Section 10-3-5-W.5 of the City of Idaho Falls Zoning Ordinance to Reduce the Required Number of Parking Stalls for Residential uses in the Downtown Area from 2 stalls to 1 stall per unit.

Beutler stated that he needed to make one amendment to the Agenda to read "...Reduce the Required Number of Parking Stalls for Residential uses in the Downtown Area within the CC-1 Zone District . . .". Beutler presented the staff report, a part of the record. Swaney clarified and Beutler agreed that this change would only establish a new minimum standard of 1 parking stall for residential unit, but if a developer decided to provide additional parking stalls that would be acceptable. Wimborne stated and Beutler agreed that this change only applies to residential units. Black asked how it would work with a multi-use building with commercial on the bottom and residential on top and what is the likelihood of underground parking. Beutler stated that underground parking is not prohibited. Dixon stated that a lot of the arguments in the Housing Study related to what is done in bigger urban areas. Dixon stated that he has yet to be in an urban area that had the feeling of "too much parking". Dixon stated that he does not agree with the studies that state it is ok to not have enough parking. Beutler stated that the numbers and uses are a perception issue, that if you cannot park within half a block of a downtown store, then you cannot park, and that is simply not the case. Beutler stated that those that choose to live in a downtown studio apartment are expecting to walk to get services. Dixon stated that he looked at some property in McCall, Idaho that was downtown within walking distance to services, but the draw back was there was only one parking spot for each residential 3 bedroom unit. Wimborne stated that the change will only address residential units and there is additional parking throughout the downtown area that is not being used if you happen to have two cars, one could be parked farther away.

Morrison opened the public hearing.

Applicant:

Renee Magee, Executive Director, Idaho Falls Redevelopment Agency, P.O. Box 50220, Idaho Falls, Idaho. Magee stated that one of the things the Housing Study found was you could have the potential of 500 units downtown. Magee stated that the Agency is asking for approximately 20 units. Magee stated that they need one parking space per residential unit, in order to see if they can make it work for downtown housing. Magee stated there is currently downtown housing right now and the tenants are relying on one parking space in a public parking lot because they can get a residential parking sticker. Magee stated that the kind of units they are looking for are for empty nesters, young professionals and/or downtown workers. Magee stated that in looking at the aerial, Walmart is close and a walkable distance. Magee stated that in the core of downtown Boise, there is no parking requirements for residential and as you work out from the core, it goes up to 1 space per residential unit. Magee stated that when Phase II is done on the Savings Center property, they will have a better idea if underground

parking would be feasible. Magee stated there are currently 4 or 5 downtown underground parking garages.

Dixon suggested changing the parking requirement in relation to the size of the unit. Dixon stated that if it is one bedroom or studio then one parking space would make sense, but if it is 2-4 bedroom unit then one parking space would not make sense. Magee stated that the City of Boise does have that provision, but it is throughout the City. Magee stated that in the Housing Market Analysis it talks about that in order to make it affordable downtown, the units will be small. Magee stated that people will be trading the size of their unit to be in the downtown area, to be next to the Greenbelt. Dixon stated that it is not clear if the Redevelopment Agency is the proposer or the City. Magee stated that the Agency is the applicant. Dixon asked Magee if the needs would be met by dropping it from 2 spaces to 1 space per unit for units that are 1 bedroom or less. Magee stated that would work if it could be 2 bedrooms or less would have one parking spot, and then 3 bedrooms is two parking spaces. Magee stated that a lot of empty nesters like to have the two bedrooms. Dixon stated that if you can afford the extra square footage, then you can afford the extra parking spot. Magee stated that the proposal that was desired on Memorial and Broadway was not financially feasible without public assistance. Magee stated that it needs to be a public/private partnership to do the kind of building that Black was describing. Magee stated that the type of building that Black described is close to the RFP that the Agency is putting out requesting a multiple story building, with some retail on the first floor, some office use, and then residential. Magee stated that in order to make that financially feasible, there needs to be public assistance. Magee stated that the Agency cannot do what it has done throughout the City in putting in sewer, water, streets, etc., on A and Memorial as the Streets are already there. Magee stated that in order to get the development that is needed in downtown, it will need to be a public/private partnership, and so in talking about being able to afford it, the Agency is trying to make it work financially to bring to the downtown what the property owners downtown have told the Agency they want to see. Magee stated that she likes Dixon's idea, but is asking that they have one space per two bedroom unit and then two spaces for three bedrooms. Swaney asked if it would be best to withdraw the request and get it restructured and bring it back to the commission with two bedrooms or less for one stall and three bedrooms or more two stalls and then the Commission could consider that. Magee stated that she does have enough time to do that, as they want to go out for RFP's in January, and it will take two months to get through this process. Dixon asked if they could just do a motion along the lines recommending the conditions of 2 bedroom or less has one space. Swaney stated that as long as the applicant is amenable to that. Magee stated that would be amenable to her.

Morrison closed the public hearing.

Dixon moved to recommend to the Mayor and City Council approval of the modification of Section 10-3-5-W.5A to reduce the required parking stalls for dwelling units in the CC-1 Zone from two stalls per unit to one stall per unit for dwelling units with two or fewer bedrooms, Black seconded the motion and it passed unanimously.

Business: None.

Miscellaneous: None.

Morrison adjourned the meeting.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Reduction of Required Parking Stalls for Dwelling Units in the CC-1 Zone from 2 Stalls per Unit to 1 Stall per Unit

November 3, 2015



Community
Development
Services

Request: To **recommend** to the Mayor and City Council to modify Section 10-3-5.W.5(a) to reduce the required parking stalls for dwelling units in the CC-1 zone from 2 stalls per unit to 1 stall per unit.

History: Although this request is from the Idaho Falls Redevelopment Agency, Planning staff has also been exploring parking options for the downtown of Idaho Falls and other areas of the City. In the CC-1 zone, the Zoning Administrator already has the ability to waive parking requirements when a use changes and parking demands will not significantly increase.

Comprehensive Plan and Housing Study: Although the CC-1 zone has been used outside of the downtown area in Taylor Crossing and Snake River Landing, the downtown was originally the only area with that zoning. The downtown and other areas which have used CC-1 zoning are areas that have developed as walkable and bikeable areas; areas in which services, housing, and entertainment may be accessed without the use of a car. This type of development is encouraged by the Comprehensive Plan.

As noted on the following pages, the Comprehensive Plan also discusses the need for parking alternatives in the downtown area. This was confirmed by the recent completion of a downtown housing market study completed by Leland Consulting. As noted in their report and in the letter from the Redevelopment Agency, one of the barriers to downtown housing is the 2:1 parking ratio. Especially in the downtown, creation of parking is challenging due to lack of available land in an environment that is essentially built out. Reducing the parking requirement to a 1:1 ratio acknowledges this challenge, as well as acknowledges that in the downtown environment, walking and biking may be the primary modes of transportation.

Parking Studies: Two parking studies, one completed by Carl Walker in 2007 and an update completed in 2012 by the Redevelopment Agency confirmed that the downtown has ample parking stalls. When all stalls, both on-street and off-street and both public and private, are considered, there are 4,127 stalls in the downtown area. 1,760 (42%) are public stalls. Only 53.1% of all stalls were occupied during the study period in 2007. In the 2012 update, that number grew to only 54.9%, with a peak of 61.5%. The City and Redevelopment agency have invested in multiple parking lots and the striping of Constitution Way to provide public parking in recent years.

Staff Recommendation: Staff feels the request is consistent with the Comprehensive Plan, the Downtown Housing Market Analysis, downtown parking studies, similar actions taken in other communities, and with best practice. Staff recommends approval of the request.

IDAHO FALLS REDEVELOPMENT AGENCY

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

October 15, 2015

Idaho Falls Planning Commission
Brad Cramer, Director
Community Development Services
City of Idaho Falls
P.O. Box 50220
Idaho Falls, Idaho 83405

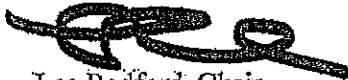
Dear Members of the Commission and Mr. Cramer:

The Board of the Idaho Falls Redevelopment Agency respectfully requests the parking requirements for dwelling units in the downtown area be reduced to one parking space per dwelling unit. The Leland Consulting Group in the *Idaho Falls Downtown Housing Market Analysis, 2015*, recommended such a reduction to encourage the development of new housing units in the downtown.

Housing downtown is crucial to successful downtown revitalization. Young professionals and workers as well as empty-nesters want to have the walkable environment and mixed land-uses offered by downtown. Unfortunately, such walkability with its higher densities also increases the cost of providing parking to meet the standards prescribed for single-family homes and apartments located in neighborhoods without commercial uses. Boise, Twin Falls, and Coeur d'Alene reflect this reduced demand for parking for their downtown, and a table is attached which summarizes their downtown parking requirements.

Thank you for your serious consideration of this request. If you have any questions, please feel free to contact Renee Magee.

Sincerely,



Lee Radford, Chair

Attachments: Table of parking requirements
Excerpt from *Housing Market Analysis*

CENTRAL BUSINESS DISTRICT PARKING REQUIREMENTS
Zoning Ordinance Requirements

Parking Requirements in Central Business Districts	Pocatello	Boise	Coeur d'Alene	Twin Falls
	Maximum 30% reduction for new construction; no new requirements for existing buildings	Maximum reduction of 30%; 0.0-1.0 spaces per dwelling unit depending on location downtown	1.5 parking spaces per dwelling unit	1 parking space per dwelling unit if more than 5 dwelling units in downtown; otherwise, 2 spaces

Challenges

Like many smaller cities, Idaho Falls is facing multiple challenges. If it is to become a viable downtown housing location with significant quantities of new housing, some of these challenges are outside the control of the City's leaders and only time can affect change. Others challenges can be mitigated proactively.

The following is a partial list of these challenges, or potential challenges, that need to be considered as part of a plan to facilitate downtown housing. Possible solutions to some of these challenges will be discussed in a later section of this report.

- * The City's leaders in Idaho Falls are faced with the challenge of reversing 30 to 40 years of migration out of the downtown.
- * Traffic congestion can influence a household's decision of where to live. However, Idaho Falls residents have a relatively short manageable commute to their place of employment. Short travel times lessen the importance of living in close proximity to employment centers, such as a downtown.
- * Snake River Landing, Taylors Crossing, and some contraction at INL have had a negative effect on office occupancy in the downtown, which is currently estimated at 75 to 80 percent. Office occupancy citywide is between 82 and 85 percent. (Sources: Doug Powell; Sperry Van Ness).
 - o Much of the office space downtown is too large to accommodate smaller tenants. Large tenant space is difficult to lease and there are examples of larger tenant office spaces throughout the City that have been on the market and vacant for several years.
- * The downtown is in direct competition with Snake River Landing for office and potentially housing. The 450-acre master planned community is a short distance across the Snake River southwest of the downtown. Most of the land is yet to be developed.
 - o Ground will be broken on a new 240-unit garden apartment this summer. This apartment will set new rent levels for the upper end of the market.
 - o Snake River Landing has a large promotion and marketing budget, which far exceeds any marketing dollars available for the downtown.
- * The Idaho Falls Downtown Development Corporation has been the agency primarily responsible for marketing and promoting the downtown. However, their budget is limited. To date they have spent \$15,000 and there are no additional funds. However, while marketing is important, with a highly restricted budget, marketing dollars may be more effective if these expenditures are made simultaneous with the launching of new housing supply.
- * The primary downtown amenities are the ground floor retail and food service in various locations throughout the downtown, the Colonial Theatre for the performing arts, and the Willard Art Center. However, the downtown is challenged by a lack of improved landscaped or hardscape plazas and parks. There is a small pocket park at Park and B Street, but streets have to be closed off to hold larger events.
- * Memorial Drive acts as a physical barrier between the downtown and the greenway. Stronger pedestrian connections are needed.
- * The economics of downtown housing often lag the suburbs where land is more available, less expensive, and on-site surface parking is the norm.
 - o Higher rents are needed to offset higher land and construction costs. Can achievable rents support these costs?
 - o Structured parking is five to seven times more expensive than surface parking.
 - o Urban apartments require elevators.
 - o The cost of building rehabs is highly variable and more difficult to estimate. Rehab can be more expensive than new construction.
 - o Jurisdictions may require that a building be brought up to current earthquake standards if the land use is changed, which can be cost prohibitive.

- o Impact fees and other soft costs are sometime higher in the downtown than in the suburbs.
- o Construction staging is more difficult and expensive because it usually has to take place on sidewalks and in the street.
- o Because downtown housing may require higher rents to be feasible, financing can be more difficult and expensive. More equity may be required and equity is generally more expensive than debt.
- o Market rate downtown housing is often jumpstarted with public subsidy, often utilizing urban renewal tax increment financing. However, the State of Idaho has limited the ways urban renewal dollars can be spent. Specific projects cannot be financed directly.
 - Public infrastructure, landscaping, and other improvements in public right of ways are allowed uses of tax increment funds.
 - IFRA can purchase a property and go through a disposition process with a private developer at a price less than the purchase price or value of the property. This is the most direct way of incentivizing a downtown housing project, but it can be costly.
 - IFRA sunsets in 2018 and there is only \$3.6 million in tax increment funds to invest in downtown housing. The challenge IFRA faces is determining how to optimize this investment to receive the highest value per dollar with respect to bringing new housing to the downtown.
- * Conservative underwriting and low appraisals are a hangover from the recession. In Idaho Falls there are no downtown residential comparables that bankers can use to underwrite financing.
 - o The last new apartment that was constructed anywhere in Idaho Falls was the second phase of Eagles Landing, which was built in 2009. Eagles Landing is a three-story garden apartment with surface parking, which is less expensive to build than downtown midrise housing with structured parking.
 - o Rent increases in the local apartment inventory have not kept pace with the cost of new construction and currently top out at \$.95 per square foot. Depending on land cost, a developer will most likely need to achieve at least \$1.50 per square foot rent for a midrise downtown apartment to be feasible without subsidies, assuming a reasonable land cost. A test case is needed to establish higher market rents and to demonstrate a reasonable level of absorption is achievable.
- While upper story loft space and building rehabs may be the fastest and most economical way to deliver housing in the downtown, a new four or five story mid rise apartment, above ground floor retail and parking, is also needed to provide housing diversity and larger quantities of housing in a single location:
 - o There is a shortage of vacant land in downtown Idaho Falls. The majority of vacant land is being utilized for parking.
 - o The 0.96-acre site between Broadway and A Avenue to the south and north, and Memorial Drive to the west is an excellent high profile residential property in a superior location with potential views, close proximity to the river, and great exposure. However, the asking price may be above fair market value.
- Land and building owners often have unrealistic expectations about what their property is worth in the current market. These expectations often do not correlate with housing economics and can exceed appraised value, further complicating financing.
- Generally all public parking in downtown Idaho Falls is on the street or in surface parking lots.
 - o "Off-street parking lots create gaps in the street wall, eliminating the sense of enclosure on the commercial street and interrupting activities that make the street an interesting place for people. Expanses of pavement and parked cars create a visually harsh environment that adversely affects a downtown's image. Additional parking should be done via city owned

parking structures." (Source: *Idaho Falls Downtown Design Guidelines*; City of Idaho Falls, Planning Department; Page 19).

- o "The abundance of surface parking lots is starting to tip the balance of downtown from being a pedestrian-oriented space to a more suburban-style development". (*ibid*; Page 27).
- o A *Downtown Idaho Falls Parking Analysis* (Brent McLane; University of Utah; 2012 Update) concludes: "There is parking sufficient for the current needs of downtown". However, there are recommendations for better utilization of the available parking and public parking may be inconveniently located for some businesses.
- o ~~Currently the minimum parking ratio for a new residential building in downtown Idaho Falls is 2:1 (two spaces per unit). This ratio is too high and downtown housing is not economically feasible with 2:1 structured parking under a residential building.~~
- Noise from the whistles at railroad crossings on the Union Pacific line on the eastern edge of the downtown study area can be a disruptive and a deterrent to housing. This problem is easily solved with quiet zones, which have become popular throughout the country.
- Condominiums are currently difficult to finance. Many financial institutions are requiring 50 percent pre-sales before releasing any funding.

Market Trends and Dynamics

In the post-World War II era, traditional downtowns across America emptied out as the parents of the baby boom generation moved their families into single-family homes in the suburbs. Initially white-collar workers often commuted back to downtown to work. As commute times increased, suburban office began competing with downtown office and many downtowns began to lose their daytime population as well.

Evidence of a reversal of this movement began materializing in the mid 70s and early 80s. In larger cities and, more recently, has begun emerging in many smaller cities throughout the United States. However, the traditional downtowns in smaller cities, in more rural areas of the western United States, have been slower to revitalize. Idaho Falls is an example of this phenomenon.

In a study prepared by the Sonoran *"Restore -- Commercial and Mixed Use Development Trends in The Rocky Mountain West (June, 2014)"*, a cluster analysis was prepared that sorted Rocky Mountain communities into three groups based on demographic attributes. These groups were referred to as Tier A, B, and C communities with Tier A cities like Boise, Meridian, Fort Collins, Grand Junction, Billings, Bozeman, Casper, and Cheyenne demonstrating the best opportunity for mixed-use urban development.

The commonalities among these communities are:

Tier A Communities

- A sizable population
- Significant growth over the past several years
- Relatively high median and per capita incomes
- A youthful population base
- A well-educated population

Tier B Communities

- A smaller population than Tier A communities
- Slower growing or slightly shrinking populations
- Mid-range median and per capita incomes
- Youthful residents, although they can have a growing aging population.

Conclusion

Historic downtown Idaho Falls has the necessary character and infrastructure that provides an unusual opportunity to create an urban downtown environment with a balance of housing, employment, retail goods and services, public spaces, social interaction, cultural activities, and other events that bring people together and creates a lifestyle that encourages people to live downtown.

Initially, the downtown leaders responsible for seeding the downtown with housing should focus on Placemaking, marketing, and promotion to begin to form the image in people's minds of downtown as an attractive alternative to the suburbs.

Downtown Idaho Falls market is severely under supplied with essentially no housing of any consequence and no competition from suburban residential real estate products. Pent up demand is no doubt present and there are no projects in the pipeline that are potentially competitive and can duplicate the walkable urban environment of downtown Idaho Falls. Thus the downtown has a strong competitive advantage for the portion of the market that is potentially attracted to urban living.

In the short term, to win market acceptance, achieve healthy absorption, obtain the necessary price premiums over the suburbs, and create economic feasibility, downtown housing in Idaho Falls will strongly favor rental apartments over condominiums.

There are many challenges that must be overcome to realize this vision and accomplishing this task will take:

- Leadership
- Time
- Patience
- Persistence, and
- The careful allocation of scarce resources.

Downtown

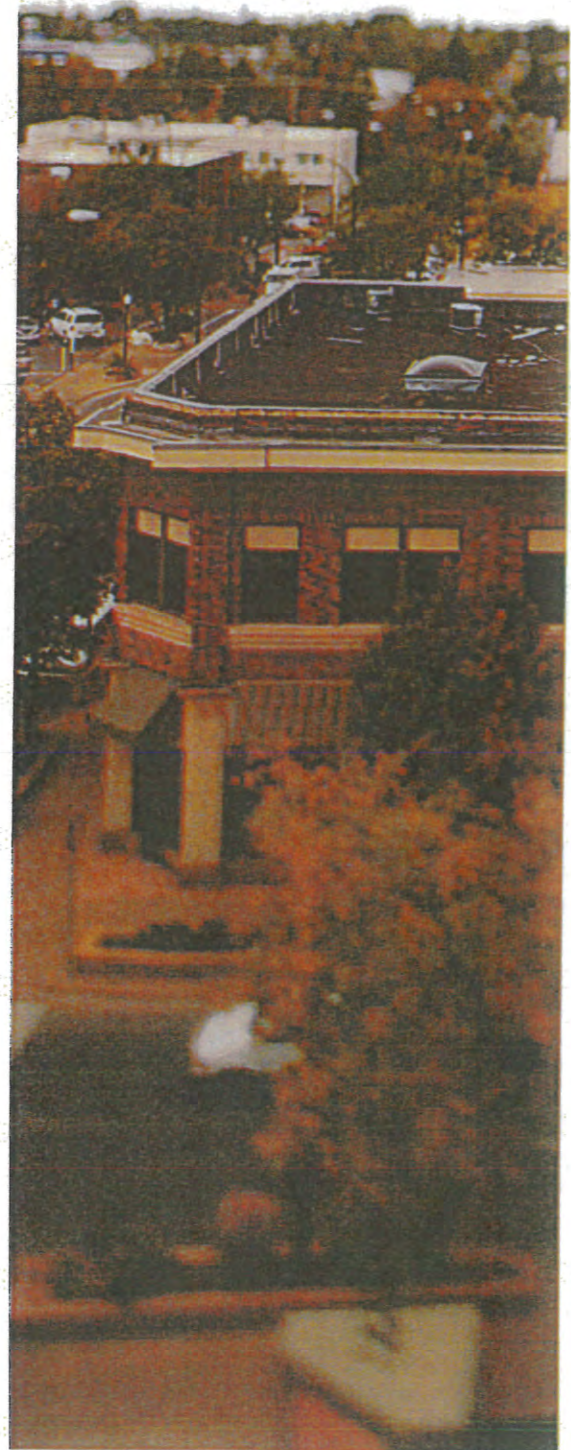
Downtown is a vital commercial center and gathering place for citizens and visitors, the focus of civic life and the geographic center of our City. In Idaho Falls as elsewhere, the use of the private automobile has meant shopping and business have become a decentralized activity in a landscape which is dominated by and designed for the automobile. However, the citizens of Idaho Falls share an image of what downtown can be: an area of historic character with human scale where a concentration of offices are served by restaurants and specialty shops, a pedestrian area with a gathering place for simply eating lunch or for community events, an area where residents and tourists can wander from the Greenbelt to stroll, shop, and meet.

Our plan for Downtown:

Implementation Strategies

1. Encourage the development of downtown Idaho Falls as a cultural center.
2. Identify the market niche for downtown.
3. Structure revitalization efforts to use the Main Street approach for downtown.
4. Complete the projects recommended by the 2006 an urban design study for the downtown.
5. Investigate funding alternatives for historic restoration and commercial redevelopment.
6. Encourage the reuse of second floor space for offices or residences.
7. Develop parking alternatives for downtown.

Some of these programs are based on *Design Assessment for Idaho Falls* prepared by Urban Development Services for the Idaho Falls Downtown Development Corporation and City of Idaho Falls, April, 2006.





economic base while finding new ways to expand it and create new opportunities.

Complete the projects recommended by the 2006 an urban design study for the downtown.

One of the major projects recommended by the 2006 *Design Assessment for Idaho Falls, Idaho*, the reconstruction of Memorial Drive, was completed in 2012. The street was narrowed in order to invite

those who travel the Greenbelt to enter the downtown area. Other projects were proposed in order to improve connectivity to existing attractions such as the Museum of Idaho. One of these, the landscaping of Yellowstone Highway, has also been completed. The intersection of Broadway and Yellowstone still needs to be improved to enhance pedestrian access across Yellowstone Highway. Constitution Way, an entrance way to downtown, should be reconstructed and landscaped. A fountain/spray park/ice rink and an amphitheater were proposed on the Greenbelt be-

tween Broadway and E Street in the study. The spray park was not to be a community attraction but was proposed to be a feature on the Greenbelt with a cost of approximately \$100,000. In addition, an entrance sign was recommended for Broadway. Other ideas recommended in the study have been ongoing: downtown lighting, street furniture, landscaping, and art benches.

Investigate funding alternatives for historic restoration and commercial redevelopment.

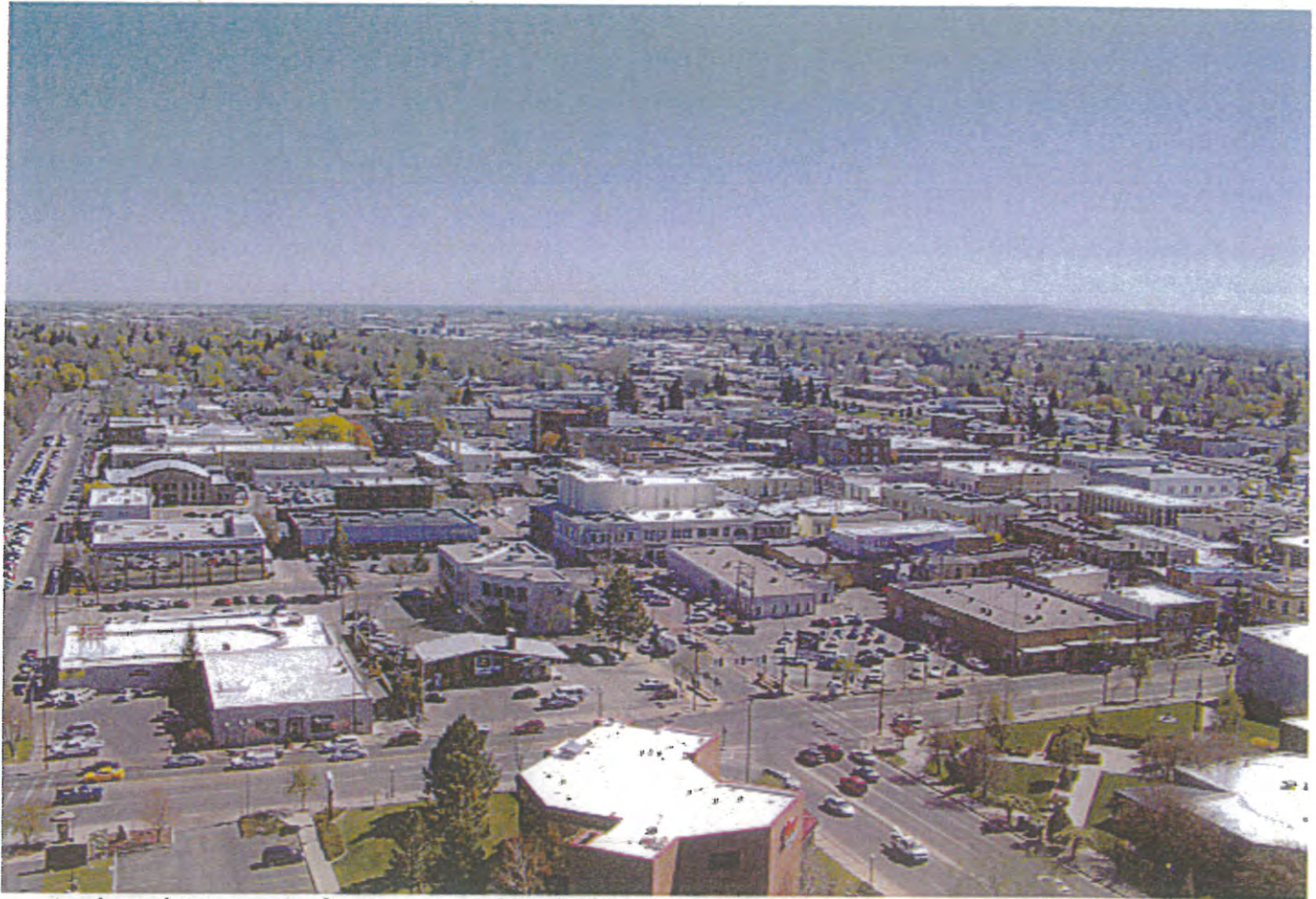
Consistent funding of programs is crucial to the implementation of any planning goals. The downtown property owners have formed a business improvement district to provide dependable funding for downtown promotion. Other funding sources which may assist with special projects are tax increment financing, local improvement districts, and federal and state grants such as Community Development Block grants and Idaho Heritage Trusts grants.

Encourage the reuse of second floor space for offices or residences.

Specialty retail on the first floor provides an interesting environment to the visitor and resident. Offices on second and third floors support retail and restaurants on the streetscape while upper floor housing supports retail, food, and entertainment after regular hours.

Develop parking alternatives for downtown.

Prior to the reconstruction of Memorial Drive, the Idaho Falls Redevelopment Agency engaged Carl Walker, Inc., to complete a parking study downtown and provide recommendations for managing downtown parking. Overall, Carl Walker found parking downtown to be adequate to serve the needs of visitors and employees. However, parking in the northern portion of downtown was congested. To relieve this congestion, the Redevelopment Agency



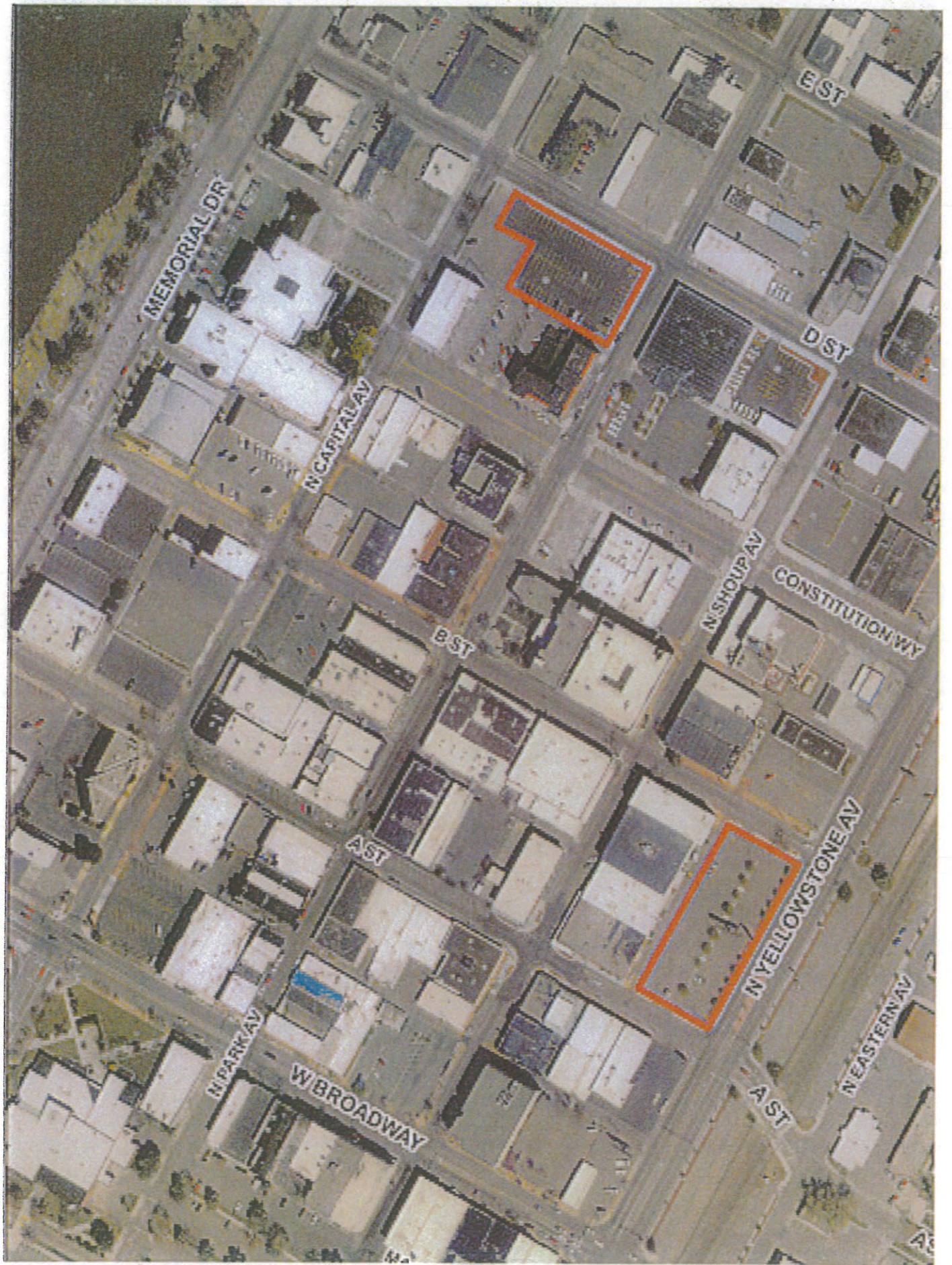
purchased property and constructed a public parking lot at the intersection of D Street and Park Avenue. In addition, the Agency worked with Bonneville County and the City to create more all day parking north of B Street. The City of Idaho Falls and the Agency constructed another parking lot on the Union Pacific Railroad property south of Elm Street.

Carl Walker recommended a coordinated structure for managing both public and private parking and charging for public on and off-street parking. Without a revenue source, it is very unlikely a parking garage can be financially constructed and maintained downtown. One-half of a block is the most efficient parcel for a parking structure. If a structure should become economically feasible,

there are two locations presently owned by the City which could be a structure as illustrated on the following page. Due to financing, the site on D Street and Park Avenue is the priority for a structure. The one-half block on Yellowstone Highway at A Street is a site for downtown employees and visitors.

The use of downtown parking spaces has been monitored twice since Carl Walker did their initial study in 2007. Such monitoring should continue, and increased fines as well as fees for public parking should be reviewed every five years. In addition, Idaho Falls may wish to consider a fund for downtown parking if buildings continue to redevelop into more intensive uses and demand for parking increas-

es. The fund is established in lieu of each individual building establishing a parking lot and is used to provide and maintain a common parking area.



- The estimated short term market demand for downtown housing in Idaho Falls is 217 owner occupied housing units (condominiums) and 238 apartments, a total of 455 housing units.
 - This is a conservative estimate of a "potential market" based on current households and does not take into consideration future population growth, including in-migration and households with more than two persons.
- A second methodology for estimating potential downtown housing demand is based on the ratio of downtown residents to downtown employment. Idaho Falls has an unusually low ratio of only one downtown resident for every 14.4 downtown jobs, compared to an average of one resident for every 3.2 jobs in the other eight downtowns shown in Table 1.
 - Assuming Idaho Falls is able to achieve a more normal ratio of approximately one downtown resident for every four jobs, an estimated 500 more housing units would be needed to support this additional downtown population.

Downtown Housing Strategies

- Revitalizing downtowns is an evolutionary process that takes time. The time period for revitalization can be accelerated by public involvement and the implementation of proactive strategies designed to bring residents and businesses back to the downtown.
- As a downtown evolves, growth in downtown population and employment can become exponential and the downtown can reach a "critical mass" that then builds on itself.
- A downtown without housing, like Idaho Falls, is missing a core ingredient in the creation of a synergistic urban environment. The challenge facing Idaho Falls is "priming the pump" to create a public/private partnership that develops a residential demonstration project in the downtown.
- A housing project is needed that "tests" the market, establishes a price floor, and proves to private sector developers and financial institutions that there is a viable market in Idaho Falls with premium rents that are significantly higher than the suburbs.
- A strategic business plan and vision that sets goals and guides the allocation of scarce capital and human resources is a critical first step.
 - In order to launch a downtown housing initiative, public and private civic leaders need to come together to create a unified vision for what they want the form and function of downtown Idaho Falls to be in the future, not only for housing, but for other land uses as well.
- A greater diversity of housing types and the subsequent broadening of the market can be accomplished if the boundaries of the study area are expanded to include the single-family zones on the periphery of the downtown.
- There is a financial gap in the economics of three-story suburban apartments with surface parking and downtown housing.
- A new mid-rise apartment in downtown Idaho Falls will probably require rent in a range of \$1.50 to \$1.75 per square foot. Public assistance may be needed to close this gap.
 - In addition to public assistance, the simplest way to close the rent gap between the downtown and the suburbs is to reduce the unit sizes.
 - The same amount of rent can be charged for a smaller apartment in the downtown as a larger apartment in the suburbs because of the walkable urban environment.
 - New one-bedroom apartments renting for \$900 per month in the suburban market are seldom more than 750 square feet.
 - A 600 square foot one-bedroom apartment in downtown Idaho Falls renting for \$900 would equate to \$1.50 per square foot.
- The same economics that affect new downtown apartment construction is present, to even a greater degree, for downtown condominiums. Currently, this economic gap is even more difficult to overcome.

- The economic price gap between suburban condominiums and any potential downtown condominiums is over 200 percent.
- The quickest and possibly the most economical route to new downtown housing in Idaho Falls is the renovation of upper story space in existing buildings into loft apartments.
 - The buildings or upper story space could be prioritized based on the potential opportunity.
 - The utilities need to be separately metered.
 - Many of these older buildings have adjacent surface parking. However, if there is no adjacent parking, the apartments could be difficult to rent.
 - There may be fire code issues. A stairway or fire escape is needed in case of a fire.
 - If a developer is not purchasing the whole building the space that is going to be developed as apartments needs to be purchased separately from the rest of the building under condominium ownership.
 - Every building is different. Renovation costs are unique to each building and sometimes difficult to estimate without extensive studies.
 - Sometimes renovation costs per square foot can be higher than new construction.
- Selected examples of possible downtown apartment conversions include:
 - Bonneville Hotel
 - Montgomery Ward building
 - Idaho Mountain Trading Building
 - Rogers Building
- While upper story building rehabs may be the fastest and most economical route to downtown housing in Idaho Falls, new mid-rise housing development on vacant downtown land is needed to provide the market with significant quantities of housing.
 - There is clearly a shortage of vacant developable land downtown. IFRA should inventory the surface parking lots and marginal low-density buildings that could eventually be potential teardowns.
 - The only clearly identifiable vacant site in the downtown is a 0.96-acre property located between Broadway and A Streets on Memorial Drive. However, brokers report that the asking price for the property is significantly over market.
- Parking is a critical component to downtown housing that directly impacts rent and absorption. The City's current minimum parking ratio of two spaces per unit for new downtown residential buildings has to be changed. There will be no new residential construction at normal downtown densities as long as this ratio remains in effect.
 - Parking for upper story loft apartments in existing buildings must also be convenient. Ideally the parking would be adjacent to the building.
- To promote downtown housing and turn downtown Idaho Falls into a vibrant mixed use urban neighborhood, the public agencies responsible for promoting downtown housing need to focus on "place making."
 - Attractive public spaces are needed to supplement building development to provide the urban fabric that motivates people to live and work downtown.
 - The concept of livability and lifestyle is much more than the physical environment. The opportunity for social interaction, recreation, security, and the general quality of life, in a walkable environment, is of much greater importance.
- Other important urban amenities that will expedite the evolution of downtown Idaho Falls into a vital urban neighborhood include:

surface parking, which is less expensive to build than downtown mid-rise housing with structured parking.

- Rent increases in the local apartment inventory have not kept pace with the cost of new construction and currently top out at \$.95 per square foot. Depending on land cost, a developer will most likely need to achieve at least \$1.50 per square foot rent for a mid-rise downtown apartment to be feasible without subsidies, assuming a reasonable land cost. A test case is needed to establish higher market rents and to demonstrate a reasonable level of absorption is achievable.
- While upper story loft space and building rehabs may be the fastest and most economical way to deliver housing in the downtown, a new four or five-story mid-rise apartment, above ground floor retail and parking, is also needed to provide housing diversity and larger quantities of housing in a single location.
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 - The 0.96-acre site between Broadway and A Avenue to the south and north, and Memorial Drive to the west is an excellent high profile residential property in a superior location with potential views, close proximity to the river, and great exposure. However, the asking price may be above fair market value.
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- Generally all public parking in downtown Idaho Falls is on the street or in surface parking lots.
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 - "The abundance of surface parking lots is starting to tip the balance of downtown from being a pedestrian-oriented space to a more suburban-style development." (*Ibid; Page 27*).
 - A *Downtown Idaho Falls Parking Analysis* (Brent McLane; University of Utah; 2012 Update) concludes: "There is parking sufficient for the current needs of downtown." However, there are recommendations for better utilization of the available parking and public parking may be inconveniently located for some businesses.
 - Currently the minimum parking ratio for a new residential building in downtown Idaho Falls is 2:1 (two spaces per unit). This ratio is too high and downtown housing is not economically feasible with 2:1 structured parking under a residential building.
- Noise from the whistles at railroad crossings on the Union Pacific line on the eastern fringe of the downtown study area can be a disruptive and a deterrent to housing. This problem is easily solved with quiet zones, which have become popular throughout the country.
- Condominiums are currently difficult to finance. Many financial institutions are requiring 50 percent presales before releasing any funding.

mitigate the disadvantages. A decision, as to which market or markets to target, should be based on identifying the easiest markets to penetrate based on the location. This should be the most "natural" market or the "low hanging fruit." The target market drives the design.

Understanding the wants and needs of various generation groups, their demographic characteristics, their wants and needs, and their housing preferences is a good way to describe and differentiate target markets.

Generation Groups

With regard to demographics and psychographics, households can be divided by generation: Generation Y, Generation X, and Baby Boomers. There are important socioeconomic and cultural distinctions between these groups that are reflected in housing needs and wants and are an important consideration in design for downtown housing. While there is no precise consensus on the age range of each of these groups, in a recent report prepared for the Urban Land Institute the approximate ages and characteristics are as follows:

Table 8. Ages and Characteristics of Generational Groups

Group	Approximate Years Born	Approximate Age Range	Characteristics
Generation Y	1980-1995	19-34	Also called Millennials and Echo Boomers "Generation Me" sense of entitlement Distinctly different behaviors, values & attitudes Response to technological & economic implications of Internet Multi-task with ease Above is more applicable to affluent whites growing up in suburbs Not as applicable to black and hispanic
Generation X	1966-1979	35-48	Highest education levels of any generation Family oriented, balanced, active, happy, more heterogenous population MTV generation, Idealist generation Embrace social diversity (race, religion, ethnicity, culture, gender, identity)
Baby Boomers	1946 - 1965	49-68	Respect entrepreneurship Associated with privilege Rejection or redefinition of traditional values Active, physically fit Received peak levels of income

Source: *Americans Views on their Communities, Housing, and Transportation*; Belden Russonello for Urban Land Institute; March, 2013; and Wikipedia

Generation Y: 30 Percent of U.S. Population

Generation Y households are the most urban, multicultural, and transient generation. They are also the most important group for apartments, particularly downtown urban apartments. Because of cost, Generation Y demonstrates a preference for studio and one-bedroom apartments. In many larger cities across the U.S., much new urban apartment construction has little or no parking in order to reduce the rent and provide housing targeted to the youngest, less affluent generation. There is a trend among this generation to not own cars and rent when a car is needed.

Many Generation Y singles and couples see themselves as lifetime renters. They prefer the mobility that rental apartments offer and do not want to be saddled with the responsibility and cost of home ownership. These households prefer to use their income to support their urban lifestyle that includes recreation, an active social life, and upscale clothes and cars. Preferences may change once Generation Y households choose to start families.

Generation X: 23 Percent of U.S. Population

Generation X households have been raising families for several years. Most are married, they are better educated than other generations, and they have the highest incomes of any generation group. They are culturally and socially liberal and upwardly mobile. They are entrepreneurial, but are not workaholics. Family and quality of life is their first priority. They place a high value on vacations and new experiences. They prefer single-family homes and are often found in the suburbs of American cities.

There is clearly a shortage of vacant developable land downtown. IFRA should inventory the surface parking lots and marginal low-density buildings that could eventually be potential teardowns, like the former cheese factory north of Panchari Drive on east side of the Snake River on the periphery of the downtown. It is also possible that portions of this structure could be rehabbed into loft housing.

There is another example of a warehouse north of Birch Street, near Eastern Avenue and east of Yellowstone that could also be future housing as a rehab or teardown.

The only clearly identifiable vacant site in the downtown is a 0.96-acre property located between Broadway and A Streets on Memorial Drive. The site of a former grocery store, this property is ideally located with views of the Snake River and excellent exposure to traffic, which is a benefit in the initial lease up of an apartment. However, brokers report that the asking price for the property is significantly over market. There is a housing developer who is interested in building a five-story structure with four stories of apartments over ground-floor retail and parking if the land could be obtained at fair market value. The property could yield perhaps as many as 50 or 60 apartments.

Parking

Parking is a critical component to downtown housing that directly impacts rent and absorption. The City's current minimum parking ratio of two spaces per unit for new downtown residential buildings has to be changed. There will be no new residential construction at normal downtown densities as long as this ratio remains in effect. Land downtown is too expensive to surface park and structured parking costs at least \$27,000 to \$30,000 per space.

Parking standards for many new apartment projects in urban centers are changing from traditional 1:1 ratios to ratios below 1:1. Downtown parking ratios in Portland range from 0.6 to 0.7 spaces per unit and there are many new buildings in the close-in Portland eastside that do not provide any onsite parking.

However, in a smaller town like Idaho Falls, a parking ratio lower than 1:1 could potentially create a marketing problem. Utilization of remote parking in an attempt to lower costs may present an option, but also increases risk. However, at a maximum, the ratio in downtown Idaho Falls should not be more than 1:1.

Parking for upper story loft apartments in existing buildings must also be convenient. Ideally the parking would be adjacent to the building. People might walk a block or two to reach their cars, but no further. Private and public surface lots that can be leased by potential downtown residential tenants, together with the buildings they could reasonably serve, should be identified. A positive method for promoting downtown housing would be for the City to lease monthly parking to downtown residential tenants at below market rates.

Urban Amenities and Place Making

To promote downtown housing and turn downtown Idaho Falls into a vibrant mixed use urban neighborhood, the public agencies responsible for promoting downtown housing need to focus on "place making." Place making is a multifaceted approach to the planning, design, and management of public spaces.

The standardized real estate products and building and development process of the past often creates so little that is inviting and memorable. Attractive public spaces are needed to supplement building development to provide the urban fabric that motivates people to live and work downtown.

The concept of livability and lifestyle is much more than the physical environment. The opportunity for social interaction, recreation, security, and the general quality of life, in a walkable environment, is of much greater importance. With urban housing much of the lifestyle and excitement is created at the street level in concert with the many amenities and services within a short walk. Emotional attachment begins at the curb.

A few of the important principles to guiding place making include:

- Create a vital public destination.
- Create a place, not a design.
- Have a vision.

- Form supports function.
- Create a brand.
- You are never finished.

Source: Project for Public Spaces

Other important urban amenities that will expedite the evolution of downtown Idaho Falls into a vital urban neighborhood include:

- A grocery store, although a grocery store will follow housing because it needs the support of downtown residents to be economically viable.
- A central gathering place; a plaza or a park, large enough to support events.
- Street trees, landscaping, and additional street art.
- Sidewalk cafes.

Marketing and Promotion

While it would not be prudent to make large capital expenditures on promoting and marketing the downtown before there is any housing to promote, eventually downtown marketing and promotion will be an important component to the solution of the downtown housing problem. A marketing plan and budget needs to be formulated to guide this effort.

The marketing message for the downtown needs to respond to both current and future markets and create emotional attachment and excitement in the minds of potential residents. The message must communicate and emphasize the lifestyle.

Creating a brand for the downtown should be the primary objective of a marketing and promotion plan.

- Branding is a promise, a vision, and an experience that communicates the concept of downtown living.
- Innovation is what gives brands traction in the marketplace.
- Branding is a strategic process for developing a long-term vision for a place that is relevant and compelling to key audiences.
- Branding has the effect of enhancing local and regional awareness and position.
- A brand is more than a name or a place. It is the mental association between the place and an exciting image.
- Creating a recognizable brand is a long-term process, but one that pays large dividends.
- The brand should be well known in the marketplace before a prospect ever shops a downtown housing project to consider if it is a place they want to live.
- Anticipation is a byproduct of a carefully orchestrated branding process.

Downtown event planning to familiarize people with the downtown, and reinforce a positive perception, is another tool that should be exploited as often as possible, even prior to the development of any new housing. The Idaho Falls Downtown Development Corporation, and others, do sponsor and manage numerous events each year. Currently there are eleven downtown events on the calendar for the balance of 2015. However, it would be nearly impossible to have too many events.

Development Tools

There are a number of development tools that can help clear the way for downtown housing. These tools should be utilized wherever and whenever possible.

- As previously mentioned Low Income Housing Tax Credits are the primary vehicle for subsidizing affordable housing.

- There are a number of buildings in the downtown on the historic register that could potentially benefit from federal historic tax credits. These buildings should be identified and a determination should be made as to whether they are potential candidates for upper story housing.
- Property tax abatement is a common way to help subsidize downtown housing in many cities.
- Public/private partnerships need to be encouraged to help finance downtown housing.
- A thorough study of zoning and building codes, FAR and height limits, parking requirements, and other regulatory policies and requirements that are impediments to downtown housing, should be made and changed if possible. Public regulations and policies need to be supportive of downtown housing, not a deterrent.
- Impact fees and permit fees can also negatively impact the feasibility of downtown housing. Sometimes these fees are higher in downtown than the suburbs. However, because the downtown infrastructure is already in place, it is reasonable to assert that these fees should be lower in the downtown to encourage and subsidize development.
- Because there are no comparable downtown urban apartments buildings low appraisals can be a problem. The only way to solve this issue is for the appraiser to obtain pricing from other comparable markets and make location adjustments.
- Train whistles at crossings are loud and can be an irritant to residents, particularly when they occur at night. In cooperation with the railroads it is often relatively easy and inexpensive to get "quiet zones" at these crossing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING
TITLE 10, CHAPTER 3, SECTION 5, TO REDUCE PARKING
REQUIREMENTS FOR DWELLING UNITS IN THE DOWNTOWN AREA;
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, The Zoning Ordinance requires adequate private parking be provided for new developments; and

WHEREAS, The Zoning Ordinance requires two (2) parking stalls per dwelling unit for residential development; and

WHEREAS, a recent housing study completed by Leland Consulting Group recommended that the City of Idaho Falls reduce parking requirements for dwelling units in the downtown area; and

WHEREAS, the downtown area is zoned CC-1 and the CC-1 zone is intended for dense, walkable development patterns.

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

SECTION 1. Section 10-3-5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

10-3-5(W)

(5) Required Parking for Residential Uses.

~~(a)~~—Two (2) parking spaces shall be provided for each dwelling unit except as provided in this section.

~~(a) that~~—~~The Zoning Administrator may approve a reduction in the number of spaces required to one (1) for each three (3) units in residential developments designed for occupancy exclusively by the elderly. To qualify for this exception where the applicant must provide written assurance that the occupants of all units will be persons over sixty-two (62) years of age or~~and~~and~~ their spouses.

~~(b) (b)~~—One (1) parking space shall be provided for each three (3) sleeping rooms in rest or nursing homes.

(c) ~~(e)~~—One (1) parking space shall be provided for each sleeping room or for each one hundred square feet (100 ft²) of floor area used for sleeping purposes, whichever is greater, in rooming houses, dormitories, and similar group quarters.

(d) ~~(d)~~—In all Zones, the parking area required for a dwelling shall be enclosed in a garage or carport, or open parking and yard areas that are large enough to permit the future construction of a garage or carport that will comply with all provisions of this Zoning Code shall be provided.

(e) One (1) parking space shall be provided for each dwelling unit in the CC-1 Zone.

...

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of December, 2015.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING TITLE 10, CHAPTER 3, SECTION 5, TO REDUCE PARKING
REQUIREMENTS FOR DWELLING UNITS IN THE DOWNTOWN AREA;
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK