

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

Thursday, July 9, 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 and Mayor's Response Time (Limit 15 Minutes):** *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. Items from the City Clerk:
 1. Approval of Minutes from the June 22, 2015, Council Work Session.
 2. Request for Council ratification for the publication of legal notices calling for public hearings on July 9, 2015.

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

5. **REGULAR AGENDA:**
 - A. **Public Works Department:**

1. **Professional Services Agreement With URS Energy & Construction Incorporated for the 17th Street Safety Audit:** For your consideration is a professional services agreement with URS Energy & Construction, Incorporated to provide engineering services for the 17th Street Safety Audit. The Public Works Department has negotiated the attached agreement and fee in an amount not to exceed \$79,000.00 and the City Attorney has reviewed the agreement.

RECOMMENDED ACTION: To approve the agreement with URS Energy & Construction, Incorporated and fee not to exceed \$79,000.00 and give authorization for Mayor and City Clerk to sign necessary documents (or take other action deemed appropriate).

B. **Municipal Services Department:**

1. **Purchase of Asphalt Mix:** The State of Idaho Transportation Department recently awarded the contract for Bituminous (Hot Asphalt) Plant Mix for 2015 – 2016 to H-K Contractors, Inc. Municipal Services respectfully requests authorization to purchase the City's requirements for 3/4", 1/2", and 3/8" Hot Mix per the State Contract #ITB15000580.

RECOMMENDED ACTION: To authorize the purchase of the City's requirements for 3/4", 1/2", and 3/8" Hot Mix per the State Contract #ITB15000580 (or take other action deemed appropriate).

2. **Resolution to Purchase Wayfinding and Monument Signage on the Open Market:** On June 22, 2015 bids were received and opened for the Wayfinding Signage and Monument project. The bids received had lump sum totals that significantly exceeded the budget for this project. Therefore, at the June 25, 2015 Regular Council Meeting, the Council rejected all of the bids. Please find the attached resolution to secure goods and services in the open market for design, fabrication, and installation of certain signs related to the City's Wayfinding plan. Municipal Services respectfully requests the City Council approve the resolution and authorize the Mayor to execute the documents.

RECOMMENDED ACTION: To approve the resolution to secure goods and services in the open market for design, fabrication, and installation of certain signs related to the City's Wayfinding plan and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. **Legal Department:**

1. **Ordinance amending the City Code to reflect changes in the Idaho Code:** Recently, the Idaho Legislature consolidated laws related to the public records act, ethics in government, prohibitions against contracts with officers, and regulations regarding the Idaho Open Meetings Law by creating a new Idaho Code Title 74, called Transparent and Ethical Government. These changes became effective July 1, 2015, and, because there is a reference to the former Title 67, Chapter 23, in a portion of the Idaho Falls City Code, that reference has been changed in the draft ordinance to reflect changes made by the Idaho Legislature. The draft ordinance proposes that Idaho Falls City Code Section 1-6-3 be amended to refer to the Idaho Code and not to a specific section. The City Attorney's office recommends consideration and adoption of the draft Ordinance amending the City Code to reflect changes in the Idaho Code by the Council.

RECOMMENDED ACTION: To adopt the Ordinance amending Idaho Falls City Code Section 1-6-3 to reflect changes in the Idaho 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).

D. **Idaho Falls Police Department:**

1. **Special Assistant United States Attorney (SAUSA):** The Police Department respectfully requests approval of the attached Memorandum of Understanding (MOU). This MOU creates an Eastern Idaho Partnership to provide funds to hire a Special Assistant United States Attorney (SAUSA) to prosecute federal matters within the federal court system.

RECOMMENDED ACTION: To authorize the Mayor to sign the MOU creating a partnership with other eastern Idaho cities and counties to provide funds for hiring a Special Assistant United States Attorney (or take other action deemed appropriate).

E. **Community Development Services Department:**

1. **Approval of Quitclaim Deed to convey property to Idaho Falls Redevelopment Agency:** The Idaho Falls Redevelopment Agency has requested property which includes a portion of Snake River Parkway and Utah Avenue be conveyed from the City of Idaho Falls to the Agency. The recently approved final plat for Eagle Ridge Division No. 3 includes the requested property as part of the dedicated right-of-way. However, because the City has fee title ownership of the property shown as right-of-way, the plat cannot be recorded and development of the property cannot begin until the property has been transferred to the developer. The intent of the Agency's request is to obtain the property and then immediately convey the property to the developer. The developer has already signed the plat dedicating the property as right-of-way.

RECOMMENDED ACTION: To approve the Quitclaim Deed to convey property to the Idaho Falls Redevelopment Agency and authorize the Mayor to execute the documents (or take other action deemed appropriate).

2. **Public Hearing – Annexation and Initial Zoning of HC-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, North Holmes Business Route, Division No. 1:** Attached is the application for Annexation and Initial Zoning of HC-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, North Holmes Business Route, Division No. 1. The Planning and Zoning Commission considered this item at its June 2, 2015 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

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

a. To approve the Annexation Agreement for North Holmes Business Route, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.

- b. To approve the Ordinance annexing North Holmes Business Route, Division No. 1, 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 of North Holmes Business Route, Division No. 1, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Ordinance assigning a Comprehensive Plan Designation of Higher Education Center and establishing the initial zoning for North Holmes Business Route, Division No. 1, as HC-1 (General Commercial), 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 HC-1 General Commercial Zoning for North Holmes Business Route, Division No. 1, and give authorization for the Mayor to execute the necessary documents.
- f. To accept the Final Plat for North Holmes Business Route, Division No. 1, 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 North Holmes Business Route, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

3. Public Hearing – Annexation with Initial Zoning of R-1, Annexation and Zoning Ordinances, Development Agreement, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Trumblee Acres, Division No. 1: Attached is the application for Annexation with Initial Zoning of R-1, Annexation and Zoning Ordinances, Development Agreement, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Trumblee Acres, Division No. 1. The Planning and Zoning Commission considered this item at its June 2, 2015 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

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

- a. To approve the Development Agreement for Trumblee Acres, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance annexing Trumblee Acres, Division No. 1, 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 of property located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density Residential and establishing the initial zoning of approximately 0.211 Acres 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 Residence Zone for property south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.
- f. To accept the Final Plat for Trumblee Acres, Division No. 1, located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, 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 Trumblee Acres, Division No. 1, located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.

4. Public Hearing – Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended: Attached is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended. The Planning and Zoning Commission considered this item at its June 2, 2015 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

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

- a. To approve the Planned Unit Development for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended, and give authorization for the Mayor to execute the necessary documents.

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 Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:

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The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, June 22, 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 Michael Lehto (arrived at 4:25)
Councilmember Thomas Hally
Councilmember Sharon Parry
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember David Smith

Also present:

Randy Fife, City Attorney
Kerry McCullough, Public Information Officer
Kami Morrison, Mayor's Executive Assistant
Mark McBride, Police Chief
Melanie Marsh, Human Resources Director
Chris Fredericksen, Public Works Director
Craig Rockwood, Municipal Services Director
Greg Weitzel, Parks and Recreation Director
Jackie Flowers, Idaho Falls Power Director
Dave Hanneman, Fire Chief
Brad Cramer, Community Development Services Director
Wayne Hunt, Principal, Hunt Design
David Pennock, Executive Director, Museum of Idaho
Bryan Clark, The Post Register
Krisi Staten, Executive Director, Idaho Falls Downtown Development Corporation
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. and invited Greg Weitzel and Wayne Hunt to appear regarding a presentation by Hunt Design. Director Weitzel indicated this is a city-wide identity/branding project outside of the Signage and Wayfinding project and the Zoo project. Director Weitzel indicated although this contract falls below the amount requiring Council approval per Resolution 2015-11, he preferred to include Council involvement.

Mr. Hunt indicated logos are not always easy to change, are very personal to organizations and/or cities, and should not be complex. He proceeded with the presentation with the following information:

Why a New Identity for Idaho Falls?

- so the City can speak with a single 'voice'
- to unify the many City media
- to signal a modern, well-managed City
- to reflect the City's unique personality
- to build 'price of place'
- to stand out in the Eastern Idaho region

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Samples of the logo presented by Mr. Hunt included a water flow theme with a block style and without the block style, with and without 'waves'. He indicated the color scheme could be changed for some departments and the logo could be included on many items such as city vehicles, uniforms, and office stationery, as well as incorporated onto the City website. Mayor Casper felt the logo could be incorporated with the City seal. Mr. Hunt stated although there could be some immediate change with the logo, considering the economic effect, it would not be uncommon for the complete logo transformation to take up to a year. Mayor Casper indicated there will be another presentation by Mr. Hunt in the near future, including guidance for the appropriate use of the logo.

Item from the Parks and Recreation Department-Zoo Professional Services Agreement:

Director Weitzel indicated the Idaho Falls Zoo at Tautphaus Park has been accredited with the Association of Zoos and Aquariums (AZA) for the past 5 years. He stated the top priority for continued accreditation with the AZA is to have a 5-year Strategic Plan. Director Weitzel then introduced David Pennock as the Contractor for this Agreement. Mr. Pennock stated he is privileged to work on this strategic plan. He shared his affection of working with animals and also praised the zoo staff for their professionalism and their compassion for the animals in their care. His discussion included the following tasks:

Task 1-Initial analysis of existing information important to strategic plan development by reviewing zoo vision, mission, values, accreditation review, master plan, economic impact study, signage, way-finding plan, strategic plans from other zoos, and publications and information from AZA.

Task 2-Obtain general understanding of zoo administration, programs, operations, stakeholders, public support, and public interaction with the zoo by informal introductory meetings with zoo staff, zoological society, and other important stakeholders, and by reviewing financial statements.

Task 3-Identify "Areas of Priority" that become the strategic drivers for the next five years by meetings with staff and stakeholders, and receiving patron and public input by developing a data gathering plan, implementing the plan, and analyzing the data.

Task 4-Identify "Strategic Objectives" within each area of priority and "Initiatives" that will lead to the fulfillment of each objective by holding meetings with zoo staff.

Task 5-Preparation of the first draft of the strategic plan.

Task 6-Limited distribution of draft plan and editing as appropriate by holding validation workshops/meetings with zoological society and other stakeholders.

Task 7-Final publication of the five-year plan and oral presentation of that plan to parties that are deemed appropriate by the Director of Parks and Recreation and Contractor. The plan will include all major findings and conclusions from the above tasks.

After a brief discussion, Mr. Pennock indicated he would like to meet individually with the Councilmembers. Director Weitzel indicated this strategic plan will give guidance on the best way to proceed with the zoo operations. He stated the Tautphaus Park Master Plan and the Zoo Strategic Plan will complement each other.

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Item from the Parks and Recreation Department – Naming or Renaming of City Facilities Resolution:

MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel
Subject: Naming or Renaming of City Facilities Resolution

Director Weitzel briefly discussed a Resolution defining all aspects to name or rename City facilities. Due to the fact the Council did not receive any documentation regarding the Resolution prior to this discussion, it was decided by Mayor Casper and Director Weitzel to postpone this item for a future work session.

Item from the Police Department – Body-Worn Camera Program:

Mayor Casper stated the purpose of the presentation is for educational purposes prior to approving items during the budget process. She then invited Chief McBride for further explanation. He indicated the current use of the 30 body cameras by department officers is volunteer-based only. The existing cameras are of low quality, in need of regular repair, and not compatible with the current department software. New camera implementation would cost approximately \$52,000 with additional storage cost of \$70,000 for a 3-5 year time frame of storage. The cost of personnel to review camera data is not included in this amount. A brief discussion was held regarding the retention period of camera data. Chief McBride stated the department has applied for a Justice Assistance Grant (JAG) with the recommendation of purchasing ten (10) body cameras. Full implementation of cameras for all officers through this grant would take approximately five (5) years. The use of these cameras would be phased in according to locations, time of day of crimes, and types of crimes. A handout was provided including Implementation Cost, Evidence Collection, Freedom of Information Act (FOIA), Retention and Purge, Benefits of Body-Worn Cameras, Privacy, Malfunctions, and Cautions.

Item from Community Development Services Department – Business Improvement District (BID) Management Agreement Report with Idaho Falls Downtown Development Corporation (IFDDC):

Director Cramer appeared and gave a brief history of the BID and the subsequent actions of the IFDDC. The BID agreement is a yearly item that is included in Community Development Services budget. The process for approval of the agreement includes a presentation from IFDDC followed by a memorandum at a regular council meeting in September to approve the management agreement. Director Cramer introduced Krisi Staten for further presentation. Ms. Staten indicated the current agreement has been in effect since 1997. However, this year the IFDDC is asking for an increase of \$6,200.00 from the City payable to the Corporation for collection of revenues. Ms. Staten stated the expenses for the IFDDC are overall consistent with the income. Director Cramer stated any excess income from revenues is located in a separate account so the increase request would be added to this account. Ms. Staten is also requesting a change in the goals within the agreement. The current goals follows a Main Street Approach. IFDDC has not been a member of the Main Street for several years and therefore does not follow their approach but has edited the goals to follow the IFDDC objectives. She stated the Ordinance outlining the assessments will expire at the end of Fiscal Year 2017. The current assessments for property owners are being determined at the 1995 property value rate

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with a cap of \$1700.00. There are several elements that will need to be updated once this Ordinance expires.

Item from Community Development Services Department – Area of Impact (AOI):

Director Cramer stated this presentation of AOI considers the ability of the City to serve utilities in the growth area. Director Cramer would like to have discussion with Bonneville County after the Council's input. Councilmember Parry expressed her concern for the infrastructure impact and believes there are areas of the City which may be considered substandard. Director Cramer indicated city services including sewer, water, and power would require updates but could be completed. If other current services, such as Rocky Mountain Power, would need to be purchased that could be a considerable cost to the City. He stated an AOI agreement with Bonneville County would be for a 20-year timeframe. Director Cramer has drafted a timeline to be completed by September 2015:

Phase I:

- City Council: Preparation by City Council. Council meets to become familiar with AOI process and law. Reviews existing agreement. Identifies objectives and potential issues. Discusses relevant policies.
- City Council and County Commission: (67-6526(e)) Governing bodies meet jointly to develop scope of work, work plan, and determine each jurisdiction's responsibilities. Scope should include at least:
 - Identification of issues to be addressed
 - Identify data needed for analysis
 - Establish a timeline and schedule, process
 - Define the process, timeframe for public involvement
- Staff: Staff begins background work. Studies issues, reviews other agreements across state, compares City and County plans and ordinances and development standards, gathers data on growth patterns, utility service area, etc. Provides reports as requested by governing body.

Phase II:

- Planning Commissions: (67-6526(e)) Joint Planning Commission meetings to develop recommendations for:
 - Area of Impact map
 - Area of Impact land use plan
 - Codes to be used in Area of Impact
- Public involvement period
- Staff and Planning Commissions: Work with service providers to review plans and capacities for future service areas
- Planning Commission: Planning Commissions make recommendations to respective governing bodies
- City Council and County Commission: Governing bodies meeting jointly periodically (or regularly) during Phase II to discuss issues and keep informed about progress of Planning Commissions

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Phase III:

- City Council, County Commission, and Staff: (67-6526) Prepare separate ordinances for Area of Impact Map and which codes and plans will apply within the area
- Planning Commissions: (67-6509) Public hearing with each jurisdiction's Planning Commission to make final recommendation to Council
- City Council, County Commission, and Staff: Prepare agreement for implementation and enforcement of Area of Impact ordinances
- City Council and County Commission: (67-6509) Public hearing by the governing body of each jurisdiction to approve and adopt the ordinances and agreement
- Planning Commissions: Planning Commissions continue to meet jointly every quarter to stay informed of planning and land use issues in each jurisdiction.

Item from Public Works Department – Hitt Road and 25th Street Intersection Signal-Update and Request for Approval to Proceed:

Director Fredericksen believes there is consensus between the City of Idaho Falls and Ammon to proceed forward with the redesign of the traffic signal. Mayor Casper confirmed this statement by sharing recent approval from the City of Ammon Councilmembers allocating money for this project. Director Fredericksen stated the traffic engineering cost would be \$17,340.00 and total cost of the complete project would be equally shared with a Joint Powers Agreement. After a brief discussion it was moved by Councilmember Ehardt, seconded by Councilmember Parry, to proceed with the traffic signal design at 25th Street and Hitt Road. Roll call as follows:

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

Nay: None

Motion carried.

Mayor and Council Reports as follows:

Mayor Casper reported that over 150 volunteers participated in Clean & Green Day held on June 13, 2015, at various locations throughout the City. She stated Idaho Central Credit Union was a corporate sponsor for this event and provided tee-shirts to all volunteers. The July 4th parade will begin at 9:00 a.m. The Tautphaus Park Zoological Society is sponsoring the City float this year for zoo promotion and to celebrate the zoo's 80th year in operation. The float will also incorporate the parade theme of IF150. Mayor Casper distributed FAQ's, compiled by the City's Public Information Officers, regarding the July 4th events. Sandy Downs will be holding two (2) new events this year on July 4th - Running With the Bulls followed by a tomato fight. Mayor Casper stated all Councilmembers are invited to participate. A brief discussion followed including event approval and public safety concerns. Randy Fife confirmed there is adequate insurance for this event. Mayor Casper stated the War Bonnet Rodeo will be held July 30 through August 1, 2015, at Sandy Downs. The Idaho Falls Power Board Meeting

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will be July 9, 2015, and will now be held monthly. Council budget meetings will be held July 13 and July 15, 2015. The Police Citizens Review Committee (CRC) is in support of the proposed budget for the Police Department. Mayor Casper distributed a handout regarding the DOE and proposed shipments of commercial nuclear fuel to the INL. She also stated the Naval Reactors Facility (NRF) will be holding public hearings regarding these shipments. She requested the Council review the handout for future discussion.

Councilmember Lehto requested the Council review the Water Facility Plan from Director Fredericksen and provide any questions and comments at the July 6, 2015 Work Session. A public meeting will be held in the July/August time frame to resolve any Department of Environmental Quality (DEQ) comments, public comments and any possible rate increases. Councilmember Lehto gave a brief update on the importance of the Idaho Falls Power Board Meetings.

Councilmember Parry stated the Animal Ordinance discussion is continuing.

Councilmember Ehardt proposed the continuation of Christmas lights along Memorial Drive. Mayor Casper stated the proposal was a budgetary item and should not be included in Council reports. Councilmember Ehardt had no items to report.

Councilmember Smith stated the FAA has approved a public comment study to evaluate the issues with Runway 17-35. The Airport will be responsible for the cost of the study but will receive payment credit in the 2019 Master Plan Study.

Councilmember Marohn stated a budget primer will be ready for a future work session and encouraged each Councilmember to be involved as a liaison with their departments. There has been discussion with the County Commissioners regarding a State Veterans Cemetery in the Idaho Falls community, Councilmember Marohn will keep the Council informed as this discussion progresses.

Councilmember Hally reported on a ribbon-cutting ceremony for the Rock Gardens with Rotary and the Redevelopment Agency contributing sizeable donations for this project. He stated the War Bonnet Rodeo is an important event for the City and indicated Director Weitzel will be traveling to Arizona for potential future rodeo discussion.

Item from Human Resources and Legal Departments – Discussion of a Draft Ordinance Regarding Personnel Administration (Title 1, Chapters 7 & 8):

City Attorney Fife explained he has made draft changes to City Code Title 1, Chapters 7 & 8, defining duties of the Mayor, Staff and Council. The changes would allow the Mayor and staff to make salary adjustments within the budget. He believes the current code is unclear for expectation of the Council regarding change in salaries and benefits and would like to clarify the decision-making process. Councilmember Parry stated she would like the terms/wording regarding compensation and benefits changed and the ambiguity clarified. Councilmembers Lehto, Marohn and Hally would prefer the Council liaison be involved with the department director, Human Resources and the Mayor. Mayor Casper believes the current elements of checks and balances for any salary increases are sufficient. Councilmember Lehto believes the duties of the Council are to set policy and approve the budget and should not be included in the day-to-day operations. After further discussion, it was decided at the present time there would be no change to the Ordinance but a policy-based language would be written clarifying salary and compensation increases within the approved budget.

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Item from Fire Department – Fire Department Reorganization:

MEMORANDUM

To: Mayor and City Council
From: Dave Hanneman
Re: Fire Logistics Officer (New Position)

As the next step to our Department's re-organization that began in January we are requesting to add a new position titled Fire Logistics Officer. This position will have no fiscal impact or increase to our budget. This position is crucial to the success of the administration of the department. This position handles all of our logistical needs including organizing the fire maintenance, hydrants, and facility management. This position also administers our internal programs for training, supplies, and equipment, in addition to facilitating our EMS billing collections. Working with the HR Director, we have added a new Job Specification. With the reorganization, this position will not incur additional budget costs and is completely funded through our current salary budget. This request is coming now because we have a person in this position on a temporary assignment and we are losing the budget savings from the reorganization until it is filled.

After a brief discussion, it was decided this item would require approval at the June 25, 2015 Regular Council Meeting.

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt to move into Executive Session at 6:25 p.m., pursuant to the provisions of Idaho Code Section 67-2345(1)(c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency, and not return to Regular Session.

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

Nay: None

Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting, Monday, June 22, 2015, in the Annex Conference Room, located in the City Annex Building at 380 Constitution Way in Idaho Falls, Idaho at 6:30 p.m.

There were present:

Mayor Rebecca Casper
Councilmember David M. Smith
Councilmember Tom Hally
Councilmember Michael Lehto
Councilmember Sharon D. Parry

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Councilmember Barbara Ehardt
Councilmember Ed Marohn

Also present:

Randy Fife, City Attorney
Craig Rockwood, Municipal Services Director
Dave Hanneman, Fire Chief
Melanie Marsh, Human Resources Director
Kathy Hampton, City Clerk

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Hally, that the Mayor and City Council retire out of Executive Session and the meeting adjourn at 7:06 p.m., which motion passed following a roll call vote as follows:

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

Nay: None

Motion Carried.

CITY CLERK

MAYOR

REGULAR AGENDA:



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: July 6, 2015

Subject: **PROFESSIONAL SERVICES AGREEMENT WITH URS ENERGY AND CONSTRUCTION INCORPORATED FOR THE 17TH STREET SAFETY AUDIT**

Attached for consideration is a professional services agreement with URS Energy & Construction, Incorporated to provide engineering services for the 17th Street Safety Audit. The Public Works Department has negotiated the attached agreement and fee in an amount not to exceed \$79,000.00 and the City Attorney has reviewed the agreement.

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

Respectfully,

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

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

0-00-00-0-TRF-2014-17

2015-66

IDAHO TRANSPORTATION DEPARTMENT
LOCAL PROFESSIONAL SERVICES AGREEMENT

| |
|---------------------------|
| Agreement Number 93676 |
|---------------------------|

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the CITY OF IDAHO FALLS, whose address is PO Box 50220 Idaho Falls ID 83405, hereinafter called the "Sponsor," and URS ENERGY & CONSTRUCTION, INC., whose address is 720 Park Blvd., Boise, ID, 83712, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: 17TH ST SAFETY AUDIT, IDAHO FALLS
PROJECT NO: A014(053)
KEY NO: 14053

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants: n/a

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Kevin Kuther, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/31/2015**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$79,000.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$79,000.00**
- C. Fixed Fee Amount: **\$8,339.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant - 175%
- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the

new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated. In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$79,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**URS ENERGY & CONSTRUCTION,
INC. (AN AECOM COMPANY)**
Consultant

CITY OF IDAHO FALLS
Sponsor

By: Heidi J. Carter
Title: PROJECT MANAGER

By: _____
Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____
Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site:
<http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration with the American Arbitration Association (AAA). Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials for purposes other than intended under this agreement shall be at the risk of the State and the State shall indemnify, defend and hold harmless the Consultant from any damages or losses resulting from such use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://www.itd.idaho.gov/design/cau/general_info.htm.

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant and the Sponsor to the extent the Sponsor may do so will indemnify, and hold harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the Sponsor in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods, and until one (1) year after the project construction has been completed. The Sponsor shall have until that time to give the Consultant notice of the claim.

- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The Sponsor agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. (<http://www.itd.idaho.gov/civil/eeocc.htm>)
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age or handicap/disability.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age or handicap/disability.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. **INSPECTION OF COST RECORDS**

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Key #14053



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Project No. A014(053)

Key No. 14053

May 5, 2015

AECOM is pleased to present this detailed scope of work (SOW) for the City of Idaho Falls and the Local Highway Technical Assistance Council (LHTAC). This SOW details a phased approach that corresponds to the Federal Highway Administration's (FHWA) 8-step safety audit process to conduct a formal and multidisciplinary Road Safety Audit (RSA) for 17th Street from Yellowstone Hwy to Hitt Rd. An additional task has been included for developing alternatives to resolve the existing safety issues between Yellowstone Hwy and S. Blvd, henceforth referred to as the "West End".

There are two distinct efforts proposed to execute this scope of work. The first is to produce a formal RSA document that reports on potential road safety issues and identifies opportunities for safety improvements for all road users for the full length of the project. The second effort entails identifying improvements for the West End through a roadway alternatives evaluation process. Given these two efforts, this SOW is divided into the following tasks:

1. Project Administration
2. Formal Multidisciplinary Road Safety Audit
3. West End Alternatives Evaluation

City of Idaho Falls and LHTAC Responsibilities Assumed in this Scope of Work

- Schedule and provide facility for progress meetings
- Review and approve meeting minutes documented by AECOM
- Review and approve CPM Schedule
- Review and approve Monthly Progress Report and Invoice
- Provide GIS information for 17th Street from Yellowstone Hwy to Hitt Road
- If necessary, the City of Idaho Falls will contact the utility companies with facilities located in the proposed project and request the utility companies to provide plans of their facilities.
 - It is assumed that no utility meetings will be required.
- The City of Idaho Falls will coordinate all public involvement activities, including scheduling facilities, noticing and inviting, and staffing the meetings.
- The City of Idaho Falls and LHTAC will coordinate all public hearing activities, including scheduling facilities, noticing and inviting the public, and staffing the meetings as necessary.

1.0 Project Administration

1.1 Project initiation

Two AECOM representatives will attend a project initiation meeting in Idaho Falls and set up project files, as well as prepare budgets and schedules. AECOM will prepare a Project Execution Plan (PXP) that will serve as a project management guide. This document will



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Key #14053



ensure consistency among the project team members and compliance with the FHWA 8-step safety audit process as well as the City of Idaho Falls and LHTAC requirements.

Products and Deliverables

- Project Initiation Meeting Notes
- Project Execution Plan

1.2 Monthly Progress Meetings

AECOM will attend regularly scheduled progress meetings approximately once a month throughout the duration of the project through AECOM's teleconference system. We will provide an electronic copy of the draft meeting summary and action items no later than three business days following the meeting. We will revise and submit a final meeting summary based on comments received.

Products and Deliverables

- Draft Meeting Minutes
- Final Meeting Minutes

City of Idaho Falls/LHTAC Responsibilities

- Review and approve minutes

1.3 Project Schedule

AECOM will prepare and provide an initial CPM Schedule. Once this schedule is approved by the City and LHTAC, AECOM will use it to develop Monthly CPM Schedule Progress Reports that will be submitted simultaneously with invoicing. These reports will include a comparison to the baseline on a monthly basis. A written narrative will be provided describing the project schedule status, the critical path, and any revisions to the schedule. A corrective action plan will be prepared if necessary.

Acceptance of any schedule shall not relieve AECOM of the responsibilities to adjust labor or work schedules and provide sufficient resources to complete the work within the specified time and meet intermediate milestones. It is understood by the City of Idaho Falls and AECOM that float within the project schedule is not for the exclusive use or benefit of either party, but is a resource available to both parties as needed to meet contract milestones, and the contract completion date.

Products and Deliverables

- Initial CPM Schedule
- Monthly CPM Schedule Progress Reports (included with invoice)

City of Idaho Falls/LHTAC Responsibilities

- Review and approve CPM Schedule



2.0 Formal Multidisciplinary Road Safety Audit

2.1 Selection of Multidisciplinary RSA Team – Step 2 of FHWA Process

AECOM will work in cooperation with the City and LHTAC to identify and develop a twelve (12) person RSA team. AECOM will schedule a meeting via teleconference with the City and LHTAC to identify potential team members, gather contact information, and develop invitation correspondence language to be sent out to potential team members via email.

Products and Deliverables

- List of Potential Team Members with Contact Information
- Invitation Correspondence (with information regarding time commitment)
- Final List of RSA team members with Contact Information

City of Idaho Falls/LHTAC Responsibilities

- Final approval of RSA team

2.2 Initial Kickoff Meeting – Step 3 of FHWA Process

Once all members of the RSA team have accepted the invitation to participate, AECOM will conduct a kickoff meeting in Idaho Falls at which time we will acquaint the team with the project, review the scope and objectives, collaboratively define the parameters and approach to the field review, and delegate responsibilities. AECOM will also establish a schedule for each individual's field review, as well as the RSA team's field review. AECOM will establish direct and open lines of communication and ensure that all RSA team members are equipped with all information needed to conduct the field review.

Products and Deliverables

- Formal meeting minutes documenting team's parameters and responsibilities for the field review. These meeting minutes will serve as a guide for each team member.
- Schedule for each individual's field review and RSA Team's field review

City of Idaho Falls/LHTAC Responsibilities

- Schedule and provide facilities for kickoff meeting
- Review and approve formal meeting minutes

2.3 Field Review – Step 4 of FHWA Process

We recommend the formal in-field review be conducted in two phases: (1) individually by each member of the RSA team, and (2) together as a team. This process safeguards the field review from being overly influenced by one or two individuals on the team and encourages participation and collaboration by ensuring that everyone on the team has a voice. AECOM will collect the findings of the individual reviewers prior to the team field review. The



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Key #14053



comments from the individual reviewers findings will be made available prior to the AECOM led RSA team field review. The five year crash data for the project area will be acquired by AECOM via ITD's WebCARS program. Crash Type and Location Exhibits will be created based on this data for both intersection related and non- intersection related accidents prior to the field review. During the field review, specific attention will be given to high accident locations. AECOM will collect field review findings and create a consolidated list of all findings.

Products and Deliverables

- AECOM led RSA team field review
- Consolidated list of all individual and team field review findings
- Intersection Related Crash Type and Location Exhibit for the project area
- Non-intersection Related Crash Type and Location Exhibit for the project area

City of Idaho Falls/LHTAC Responsibilities

- Provide facilities/location for team to meet prior to the field review
- Provide username and password for ITD's WebCARS program

2.4 Conduct Safety Audit/Present Findings – Steps 5 and 6 of FHWA Process

AECOM will provide a technical memorandum reporting the findings of the audit team's field review and mitigation recommendations. AECOM will create a list of all identified safety issues and identify potential mitigation measures. We recommend that mitigation measures be categorically organized into three tiers. Tier 1, which would consist of the low cost, low community impact, short duration projects (0-6 months to implement). Tier 2, which would include the moderate cost, some community impact, medium duration projects (6 months to 3 years to implement), and the Tier 3 projects with significant cost, major community impact, and long duration (3+ years to implement). This technical memorandum will have one review cycle by the City and the LHTAC from draft to final document. This review cycle will act as the "Present Findings" step in FHWA's audit process and give opportunity for the City and LHTAC to provide feedback to the team, communicate concerns, and suggest improvements. Once all comments have been received, a final document will be produced.

Products and Deliverables

- Draft Safety Audit Technical Memorandum
- Final Safety Audit Technical Memorandum

City of Idaho Falls/LHTAC Responsibilities

- Provide comments on the Draft Safety Audit Technical Memorandum
- Approve Final Safety Audit Technical Memorandum



2.5 Prepare a Formal Response – Step 7 of FHWA Process

In this step, the City will have the opportunity to formally respond to the audit recommendations that the City will implement to address the safety concerns identified in the RSA. We recommend the development of a Project Implementation Plan as part of the formal response. The Project Implementation Plan would define the prioritization of the phasing of the projects identified in the RSA based on the Tiers presented in Task 2.4. Preparation of the formal response document is ultimately up to the City, however AECOM will assist the City in developing an outline based on the proposed RSA recommendations developed in Task 2.4.

Products and Deliverables

- Formal response document outline

City of Idaho Falls/LHTAC Responsibilities

- Formal response document/implementation plan recommendations

2.6 Incorporate Findings – Step 8 of FHWA Process

The final step of the FHWA process is the incorporation of the findings into the City of Idaho Falls transportation improvement program. This final step will be the responsibility of the City of Idaho Fall.

Products and Deliverables

None

3.0 West End Alternatives Evaluation

3.1 Project Area

The project area for the West End Alternatives Evaluation is defined as the section of 17th Street between Yellowstone Hwy and S. Blvd. Specifically, the project area includes approximately a half mile of 17th Street between Rolland St. and S. Blvd., which includes the 17th Street intersections at Rolland Ave., Curtis Ave., Fife Ave., and Calkins Ave.

3.2 Existing Conditions

AECOM will perform a capacity analysis of the existing roadway and intersection conditions for the project area. The capacity analysis will report on the current Level of Service of the roadway and intersections within the project area, as well as evaluate the 95% queue lengths at the intersections. The capacity analysis will be performed using HCS+ software that is based on the latest edition of the Highway Capacity Manual. The crash type and location exhibits created in Task 2.3 will be utilized to further evaluate any re-occurring accident trends/patterns (i.e. a pattern of rear end collisions near Fife Ave).

Products and Deliverables

- Draft Existing Conditions Technical Memorandum



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Key #14053



- Final Existing Conditions Technical Memorandum
- If directed, AECOM will employ a local traffic data collection vendor to collect all necessary data which will be considered an additional service and a brief supplemental SOW will be issued.

City of Idaho Falls/LHTAC Responsibilities

- Provide accident history data
- Provide traffic counts for 17th Street
- Provide turning movement counts at 17th Street/local street intersections within the project area

3.3 Identification of West End Priorities

Planning level qualitative and quantitative criteria will be developed collaboratively with AECOM, the City, and LHTAC to develop a list of Measures of Effectiveness (MOE) and priorities that will be utilized as a foundation for the Task 3.4 West End Alternatives Analysis. Each MOE will also have a three tier evaluation level such as high, medium, and low. For example, a high priority might be assigned to right-of-way impacts and pedestrian safety, while medium to low priority might be given to vehicular throughput and bus stops. Examples of planning level MOE's are; vehicular capacity improvements, accident reduction, access management, etc. A prioritization of the MOE's will ensure that the West End Alternatives developed provide the greatest safety enhancement to the project area while meeting the goals and needs of the City and the LHTAC.

3.3.1 Measures of Effectiveness (MOE's)

Planning level qualitative and quantitative criteria will be developed collaboratively with AECOM, the City, and LHTAC for use in the alternatives matrix. AECOM will produce an Alternatives Analysis Technical Memorandum in Task 3.4 which will include a description of each MOE and how the alternatives were scored against it. A minimum of five (5) and a maximum of ten (10) MOEs will be developed. The MOE technical memo will have one (1) review cycle so that the City and the LHTAC may provide comments.

Products and Deliverables

- List of MOE's with assigned priority

City of Idaho Falls/LHTAC Responsibilities

- Provide list of specific issues and accident history
- Aid in the establishment of high, medium, and low priority levels for MOE's

3.4 West End Alternatives Analysis

AECOM will develop a maximum of three (3) conceptual alternatives for the project area based on the results of the capacity analysis and MOE's identified in the previous tasks.



Scope of Work

17th Street; Yellowstone Hwy to Hitt Rd Safety Audit

Key #14053



These alternatives will be evaluated in an alternatives “matrix” to determine the performance of each alternative. The completed alternative matrix will then be utilized to select the alternative with the most effective mitigation measures for the corridor.

3.4.1 Selection of Conceptual Alternatives

AECOM will produce a maximum of three (3) exhibits showing a conceptual layout for each West End alternative. These exhibits will be submitted to the City and the LHTAC for review and comment. This will provide an opportunity for the City and LHTAC to select which alternatives are best suited to be carried forward to the alternatives matrix and which alternatives may be removed from consideration.

3.4.2 Alternatives Matrix

Each of the selected alternatives will be evaluated based on the MOE’s developed in Task 3.3 through the use of an alternatives screening matrix. The screening matrix process will be utilized to determine one or two preferred alternatives. The final preferred alternative(s) will be selected collaboratively with AECOM, the City, and LHTAC.

3.4.3 Alternative Selection

An Alternatives Analysis Technical Memorandum will be developed which will summarize the findings in Tasks 3.3 and 3.4 and define the preferred alternative. This technical memorandum will have one (1) review cycle so that the City and the LHTAC may provide comments.

Products and Deliverables

- Draft Alternatives Analysis Technical Memorandum
- Final Alternatives Analysis Technical Memo
- An exhibit showing the conceptual layout for each alternative (6 maximum)
- Alternatives Matrix

City of Idaho Falls/LHTAC Responsibilities

- Provide comments on the Draft Alternatives Analysis Technical Memorandum
- Accept the Final Alternatives Analysis Technical Memorandum



City of Idaho Falls & LHTAC -17th Street Road Safety Audit and Alternatives Analysis



CONSULTANT: AECOM

PROJECT NAME: 17th Street; Yellowstone Hwy. to Hitt Rd. Safety Audit

PROJECT NO. : A014(053)



KEY NO.: 14053

| ESTIMATED LABOR MAN HOURS | | | | AECOM Engineering Services | | | | |
|-------------------------------|------------------|--|------------|----------------------------|-----------------|------------------|------------|-----------------|
| TASK # | TASK DESCRIPTION | | | QA/QC | Project Manager | Project Engineer | Designer | CADD Technician |
| 1 | | Project Administration | | | | | | |
| 1.1 | | Project Initiation (includes travel) | 16 | | 8 | 8 | | |
| 1.2 | | Monthly Progress Meetings | 8 | | 6 | 2 | | |
| | 1.2.1 | Meeting Notes | 6 | | 6 | | | |
| 1.3 | | Project Schedule | 4 | | 4 | | | |
| | 1.3.1 | Progress Reports and Invoicing | 6 | | 6 | | | |
| Task 1 Total Man Hours | | | 40 | 0 | 30 | 10 | 0 | 0 |
| 2 | | Road Safety Audit | | | | | | |
| 2.1 | | RSA Team Selection | | | | | | |
| | 2.1.1 | List of Potential Team Members | 10 | | 2 | 8 | | |
| | 2.1.2 | Invitation Correspondance | 10 | | 2 | 8 | | |
| | 2.1.3 | Final List of RSA Team | 3 | | 1 | 2 | | |
| 2.2 | | Kickoff Meeting | | | | | | |
| | 2.2.1 | Meeting Preparation | 10 | | 2 | 4 | | 4 |
| | 2.2.2 | Travel | 16 | | 8 | 8 | | |
| | 2.2.3 | Attendance of Kickoff Meeting | 4 | | 2 | 2 | | |
| | 2.2.4 | Meeting Minutes | 1 | | 1 | | | |
| | 2.2.5 | Develop RSA team's schedule | 9 | | 1 | 8 | | |
| 2.3 | | Field Review | | | | | | |
| | 2.3.1 | Field Review Preparation | 10 | | 2 | 4 | | 4 |
| | 2.3.2 | Acquire Crash Data from WebCARS | 9 | | 1 | | 8 | |
| | 2.3.2.1 | Crash Type and Location Exhibits | 29 | | 1 | 4 | 12 | 12 |
| | 2.3.3 | Field Review | 8 | | 4 | 4 | | |
| | 2.3.3.1 | Travel | 16 | | 8 | 8 | | |
| | 2.3.4 | List of Team Findings | 15 | 1 | 2 | 12 | | |
| 2.4 | | Conduct Safety Audit/Present Findings | | | | | | |
| | 2.4.1 | Develop Saftey Issues List | 15 | 1 | 2 | 4 | 8 | |
| | 2.4.2 | Catagorize Mitigation Measures | 11 | 1 | 2 | 8 | | |
| | 2.4.3 | Draft Safety Audit Technical Memo | 62 | 2 | 8 | 40 | | 12 |
| | 2.4.4 | Final Safety Audit Technical Memo | 33 | 1 | 4 | 12 | 8 | 8 |
| 2.5 | | Preparation of Formal Response | 16 | | 8 | 8 | | |
| 2.6 | | Incorporate Findings | 0 | | | | | |
| Task 2 Total Man Hours | | | 287 | 6 | 61 | 144 | 36 | 40 |
| 3 | | West End Alternatives Analysis | | | | | | |
| 3.2 | | Evaluation of Existing Conditions | | | | | | |
| | 3.2.1 | Gather/Organize Traffic Data | 6 | | 1 | 1 | 4 | |
| | 3.2.2 | HCS Capacity Analysis | 21 | | 1 | 4 | 16 | |
| | 3.2.3 | Accident History Evaluation | 13 | | 1 | 2 | 10 | |
| | 3.2.4 | Draft Existing Conditions Memo | 34 | 1 | 4 | 16 | 6 | 7 |
| | 3.2.5 | Final Existing Conditions Memo | 15 | 1 | 2 | 8 | 2 | 2 |
| 3.3 | | Identification of West End Priorities | | | | | | |
| | 3.3.1 | Develop Measures of Effectiveness (MOE's) | 17 | 1 | 4 | 12 | | |
| | 3.3.2 | Teleconference with City and LHTAC | 8 | | 2 | 2 | | 4 |
| | 3.3.3 | Meeting minutes | 3 | | 1 | 2 | | |
| | 3.3.4 | Prepare List of MOE's with Priorities | 10 | | 2 | 8 | | |
| 3.4 | | West End Alternatives Analysis | | | | | | |
| | 3.4.1 | Conceptual Alternative's Exhibits (3) | 52 | 2 | 6 | 8 | 20 | 16 |
| | 3.4.1.1 | Respond to Comments on Exhibits (3) | 23 | 1 | 2 | 4 | 8 | 8 |
| | 3.4.2 | Alternatives Matrix | 17 | 1 | 4 | 12 | | |
| | 3.4.3 | Draft Alternatives Analysis Tech Memo | 48 | 2 | 4 | 26 | 8 | 8 |
| | 3.4.3.1 | Final Alternatives Analysis Tech Memo | 15 | 1 | 2 | 8 | 2 | 2 |
| Task 3 Total Man Hours | | | 282 | 10 | 36 | 113 | 76 | 47 |
| Total AECOM Man Hours | | | 609 | 16 | 127 | 267 | 112 | 87 |



City of Idaho Falls & LHTAC -17th Street Road Safety Audit and Alternatives Analysis

CONSULTANT: **AECOM**

PROJECT NAME: 17th Street; Yellowstone Hwy. to Hitt Rd. Safety Audit

PROJECT NO. : A014(053)

KEY NO.: 14053



A. DIRECT LABOR

| | | | | | | Raw Labor | |
|----------------------|------------------|-----------|---|----------|-----------|-----------|-----------|
| Personnel | | Man-Hours | | Man-Days | Hrly Rate | Cost | |
| 1 | QA/QC | 16 | = | 2 | @ \$72.38 | = \$ | 1,158.08 |
| 2 | Project Manager | 127 | = | 15.875 | @ \$50.52 | = \$ | 6,416.04 |
| 3 | Project Engineer | 267 | = | 33.375 | @ \$39.57 | = \$ | 10,565.19 |
| 4 | Designer | 112 | = | 14 | @ \$39.03 | = \$ | 4,371.36 |
| 5 | CADD Technician | 87 | = | 10.875 | @ \$31.71 | = \$ | 2,758.77 |
| Total | | 609 | | 76.125 | | \$ | 25,269.44 |
| TOTAL RAW LABOR COST | | | | | | = \$ | 25,269.44 |

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

| | | | | |
|--|-----------|------------------------|---------|---------------|
| Civil Engineering Total Raw Labor Cost | | Approved Overhead Rate | | |
| \$ | 25,269.44 | X | 175.00% | = \$44,221.52 |

C. NET FEE

| | | | | |
|----------------------------|---|---------|---|-------------|
| Total Raw Labor & Overhead | | NET FEE | | |
| \$69,490.96 | X | 12% | = | \$8,338.92 |
| TOTAL LABOR | | | | \$77,829.88 |

D. DIRECT EXPENSE SUMMARY

| | | Unit | Quantity | | Unit Cost | | Estimated Expense |
|-------------------------|-----------------------|---------|----------|------|-----------|------|-------------------|
| 1 | Mileage | Miles | 1440 | @ \$ | 0.61 | = \$ | 878.40 |
| 2 | Lodging | Nights* | 2 | @ \$ | 86.00 | = \$ | 172.00 |
| 3 | Taxes on lodging (9%) | Nights* | 2 | @ \$ | 7.74 | = \$ | 15.48 |
| 4 | M&IE | Days* | 2 | @ \$ | 46.00 | = \$ | 92.00 |
| TOTAL ESTIMATED EXPENSE | | | | | | = \$ | 1,157.88 |

E. SUBCONSULTANTS

| | | |
|---|----|---|
| 1 | ** | = |
| 2 | ** | = |
| 3 | ** | = |

| | | |
|-------|---|----------|
| TOTAL | = | \$78,988 |
|-------|---|----------|

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** See attached Subconsultant's Summary



CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

July 6, 2015

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **PURCHASE OF ASPHALT MIX**

The State of Idaho Transportation Department recently awarded the contract for Bituminous (Hot Asphalt) Plant Mix for 2015 – 2016 to H-K Contractors, Inc. Municipal Services respectfully requests authorization to purchase the City's requirements for 3/4", 1/2", and 3/8" Hot Mix per the State Contract #ITB15000580.

Respectfully,

A handwritten signature in black ink, appearing to read "G. Rockwood", written over a horizontal line.

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment



Equal Opportunity Employer

P.O. Box 51450
Idaho Falls, Idaho 83405
(208) 523-6600
Fax (208) 523-6021

July 1, 2015

TO: Purchasing Department
Idaho City and County Municipalities

RE: Award, State Contract, Bid ITB15000580

HK Contractors, Inc. has been awarded the State of Idaho contract for ITD District 6.

The renewed contract period shall be from June 30, 2015 to June 29, 2016.

HK Contractors, Inc. will extend this pricing and contract period to your municipality. If you are in agreement, please provide a Purchase Order or Letter of Intent and a current Idaho Sales Tax Exempt Certificate.

We value your business and look forward to helping your municipality meet your asphalt and aggregate needs.

Please note that HK Contractors, Inc. is now able to accept credit card payments. We accept Visa, Mastercard, and Discover card payments. Payments can be made either on site at the hot plant or by calling our office at 208-523-6600 or 1-800-290-7371.

Thank you,

A handwritten signature in black ink, appearing to read 'Jeff Trosper', is written over a horizontal line.

Jeff Trosper
Operations Manager
HK Contractors, Inc.

CITY & COUNTY MUNICIPALITY PRICING:

Willow Creek Hot Plant (Idaho Falls, ID)
¾" Hot Mix \$49.95 per ton
½" Hot Mix \$49.95 per ton
¾" Hot Mix \$55.00 per ton
Winter Patch Mix (UPM) \$118.00 per ton

Teton Hot Plant (Teton, ID)
¾" Hot Mix \$61.00 per ton
½" Hot Mix \$61.00 per ton

*CSS-1 Tack Oil was not included in the State Bid this year, however, as a courtesy, HK will extend last year's price of \$3.50 per gallon.



CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

July 6, 2015

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **RESOLUTION TO PURCHASE WAYFINDING AND MONUMENT SIGNAGE ON THE OPEN MARKET**

On June 22, 2015 bids were received and opened for the Wayfinding Signage and Monument project. The bids received had lump sum totals that significantly exceeded the budget for this project. Therefore, at the June 25, 2015 Regular Council Meeting, the Council rejected all of the bids.

Please find the attached resolution to secure goods and services in the open market for design, fabrication, and installation of certain signs related to the City's Wayfinding plan.

Municipal Services respectfully requests the City Council approve the resolution and authorize the Mayor to execute the documents.

Respectfully,

A handwritten signature in black ink, appearing to read "G. Rockwood", written over a horizontal line.

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING STAFF TO SECURE GOODS AND SERVICES IN THE OPEN MARKET FOR DESIGN, FABRICATION, AND INSTALLATION OF CERTAIN SIGNS RELATED TO THE CITY'S WAYFINDING PLAN AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has recently invited qualified persons and entities to bid on the fabrication and installation of signage and graphic elements to be used to execute a portion of the City's wayfinding and signage project; and,

WHEREAS, a number of solicitations were received by interested bidders; and,

WHEREAS, only two (2) bidders submitted a bid and response to bid IF-15-12A fabricating, install, signage, and graphic elements and to bid IF-15-12B design, fabricate, and install signage and graphic element monument; and,

WHEREAS, the bidders tendered such bids in an amount far in excess of the total estimated budget for the project related to such bids; and,

WHEREAS, the City does not wish to enter into an agreement with any bidder because all bids were in excess of the project's estimated value to the City; and

WHEREAS, §Idaho Code 67-2806 (h) allows the City to reject all bids presented and allows the City to pass resolution declaring that the subject goods and services can be produced more economically on the open market; and

WHEREAS, the paucity of bids submitted and the overage of those which were submitted clearly shows that these goods and/or services can be procured more economically on the open market.

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

1. Council declares that the goods and services contained in Bid IF-15-12A Fabricate and Install Signage and Graphic Elements and of Bid IF-15-12B Design, Fabricate and Install Signage and Graphic Element Monument can be procured more economically on the open market.
2. City staff is hereby directed to pursue such goods and services on the open market.

ADOPTED and effective this ____ day of July, 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, AUTHORIZING STAFF TO SECURE GOODS AND SERVICES IN THE OPEN MARKET FOR DESIGN, FABRICATION, AND INSTALLATION OF CERTAIN SIGNS RELATED TO THE CITY'S WAYFINDING PLAN AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL

MEMORANDUM

DATE: June 30, 2015
TO: Mayor Casper
FROM: Randy Fife, City Attorney
RE: Ordinance amending the City Code to reflect changes in the Idaho Code

Recently, the Idaho Legislature consolidated laws related to the public records act, ethics in government, prohibitions against contracts with officers, and regulations regarding the Idaho Open Meetings Law by creating a new Idaho Code Title 74, called Transparent and Ethical Government. These changes became effective July 1, 2015, and, because there is a reference to the former Title 67, Chapter 23, in a portion of the Idaho Falls City Code, that reference has been changed in the draft ordinance to reflect changes made by the Idaho Legislature. The draft ordinance proposes that Idaho Falls City Code Section 1-6-3 be amended to refer to the Idaho Code and not to a specific.

The City Attorney's office recommends consideration and adoption of the draft Ordinance amending the City Code to reflect changes in the Idaho Code by the Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING
TITLE 1, CHAPTER 6, BY UPDATING A REFERENCE TO OPEN MEETINGS
IN THE IDAHO CODE THAT HAS RECENTLY BEEN CHANGED BY THE
STATE LEGISLATURE; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Idaho Legislature has moved and amended laws related to open and honest government by enacting the Transparent and Ethical Government Act (Idaho Code Title 74); and

WHEREAS, a portion of the City Code refers to the Idaho Open Meetings Law; and

WHEREAS, the City seeks to keep its Code consistent with the Idaho Code by updating its Code when necessary to reflect legislative and judicial changes in the law.

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

SECTION 1. Title 1, Chapter 6, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-6-3: **OPEN MEETINGS:** All regular and special meetings of the Council shall be open to the public, except the Council may retire into a closed executive session upon a two-thirds roll-call vote recorded in the minutes of the meetings after the presiding officer has identified the statutory authorization for such meeting under the ~~provisions of Title 67, Chapter 23, Idaho Code.~~ The City Clerk shall record the vote of Council to retire into executive session and the Clerk shall state in the minutes the general purpose for such session. The Clerk or any other person appointed by the Mayor shall keep such minutes as will indicate the general tenor of the meeting, which minutes shall be recorded in the Clerk's journal. No final decision for which an affirmative vote of a majority of the Council is required by law, may be made while the Council is in executive session. For the purposes hereof, the term "meeting" shall mean any convocation of the members of the Council for the purpose of making a decision or deliberating toward a decision on any matter. Nothing herein shall apply to any convocation of less than a quorum of the members of the Council.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. 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 _____, 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, CHAPTER 6, BY UPDATING A REFERENCE TO OPEN MEETINGS IN THE IDAHO CODE THAT HAS RECENTLY BEEN CHANGED BY THE STATE LEGISLATURE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



IDAHO FALLS POLICE DEPARTMENT

Office of the Chief of Police

Chief Mark McBride

Memorandum

Date: 6 July 2015

To: Rebecca Casper, Mayor

From: Mark McBride, Chief of Police

RE: Special Assistant US Attorney MOU

The Police Department respectfully requests that the attached Memorandum of Understanding be placed on the City Council Agenda for 9 July 2015.

This MOU creates an Eastern Idaho Partnership to provide funds to hire a Special Assistant United States Attorney (SAUSA) to prosecute federal matters within the federal court system.

ACTION: for Council to approve the Mayor to sign the MOU creating a partnership with other eastern Idaho cities and counties.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MEMBER OF THE EASTERN IDAHO PARTNERSHIP

BY AND THROUGH EACH MEMBER'S AUTHORIZED AGENT

REGARDING

**THE PROVISION OF FUNDS TO HIRE A SPECIAL ASSISTANT UNITED
STATES ATTORNEY TO PROSECUTE FEDERAL MATTERS WITHIN THE
FEDERAL COURT SYSTEM**

**Memorandum of Understanding
Between the Members of the Eastern Idaho Partnership**

PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the terms and conditions upon which each member of the Eastern Idaho Partnership (“EIP”) agrees to be bound in order to provide funding for the position of a Deputy Host County Prosecutor to the United States Attorney’s office for the District of Idaho (“USAO”) as a Special Assistant United States Attorney (“SAUSA”) to prosecute within the federal court system matters involving internet based crimes against children, gun and gang violence, drug trafficking, fraud and other white collar crime, terrorism, identity theft, and immigration offenses in Eastern Idaho. This is known as the Eastern Idaho Special U.S. Attorney Project (“Project”).

AUTHORITY

The legal authority for this MOU includes Idaho Code §§31-801, 31-828, 31-601 et seq., 31-2602, 67-2326 through 67-2333 and 67-2339; the Intergovernmental Personnel Act, 5 U.S.C. 3371 et seq; and any other provisions of state and federal law or regulation directly pertaining to this MOU.

EFFECTIVE DATE

This MOU shall become effective upon execution of this document by the board of commissioners of each participating county and the mayor of each participating city.

TERM AND METHOD OF TERMINATION

The term of this MOU shall be for the period beginning as of the date executed by the last signing party and extending through 11:59 p.m. on September 30, 2015. This MOU will automatically renew annually, subject to the availability of funds. Participating agencies may withdraw their participation after providing ninety (90) days advance written notice to all other agency members of the EIP.

RESPONSIBILITIES AND PROCEDURES

We, the undersigned members of the EIP, in dedication to the regional coordination, cooperation, and collaboration to the cause herein, agree as follows:

1. that we form a part of the Region to be known as the Eastern Idaho Partnership;
2. that the need currently exists in each of our communities to form this partnership and that this partnership be adaptable and dynamic in responding to change in our region;
3. that our unique values and identities could be compromised unless we work together in carrying out the purposes of this MOU;
4. that we can enjoy the benefits of continued growth while protecting our communities from crime;
5. that we will seek to develop new tools for deterring crime as the need arises to address future challenges;
6. that we will meet semi-annually or as otherwise needed to review progress of the SAUSA and coordinate activities;
7. and that each agency will be responsible for payment to the Host County in an amount equal to that found on Schedule A, which shall be updated annually.

LIMITATIONS

1. Under no circumstances will any agency be considered an employee, deputy, agent or contractor of the United States, the State of Idaho, or of any other agency associated with the EIP.
2. Nothing in this MOU shall be construed as requiring an agency member of the EIP to renew the funding provided for herein beyond September 30, 2015 or to make additional funding available to the Host or the project for the following year.
3. Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation.
4. Each and every provision of this MOU is subject to the laws, ordinances, rules and regulations of the State of Idaho, Host County, and the United States.
5. Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party indemnifies the other party.

County:

Chairman, County Commissioners
_____ County

Date

or

City:

Mayor,
City of _____

Date

EASTERN IDAHO PARTNERSHIP (SAUSA Program Coalition)

2016 Funding

Schedule A

| | | Program | Cost |
|------------------------------|-------------------|-----------------|-----------------|
| | 2010 | Cost per | FY 16 |
| Jurisdiction | Population | Person | |
| Bannock County* | 13,114 | 0.087452 | \$1,146.84 |
| Bingham County* | 26,882 | 0.087452 | \$2,350.88 |
| Bonneville County* | 30,271 | 0.087452 | \$2,647.25 |
| Caribou County | 2,613 | 0.087452 | \$228.51 |
| Cassia County | 11,041 | 0.087452 | \$965.56 |
| Franklin County | 5,734 | 0.087452 | \$501.45 |
| Freemont County | 6,905 | 0.087452 | \$603.85 |
| Madison County | 10,538 | 0.087452 | \$921.57 |
| Minidoka County | 10,021 | 0.087452 | \$876.35 |
| Oneida County | 2,191 | 0.087452 | \$191.61 |
| Power County | 3,065 | 0.087452 | \$268.04 |
| City of American Falls | 4,457 | 0.087452 | \$389.77 |
| City of Aberdeen | 1,994 | 0.087452 | \$174.38 |
| City of Ammon | 13,816 | 0.087452 | \$1,208.23 |
| City of Blackfoot | 11,899 | 0.087452 | \$1,040.59 |
| City of Burley | 10,345 | 0.087452 | \$904.69 |
| City of Chubbuck | 13,922 | 0.087452 | \$1,217.50 |
| City of Heyburn | 3,089 | 0.087452 | \$270.14 |
| City of Idaho Falls | 56,813 | 0.087452 | \$4,968.40 |
| City of Malad | 2,095 | 0.087452 | \$183.21 |
| City of Pocatello | 54,255 | 0.087452 | \$4,744.70 |
| City of Preston | 5,204 | 0.087452 | \$455.10 |
| City of Rexburg | 25,484 | 0.087452 | \$2,228.62 |
| City of Rupert | 5,554 | 0.087452 | \$485.71 |
| City of Shelley | 4,409 | 0.087452 | \$385.58 |
| City of Soda Springs | 3,058 | 0.087452 | \$267.43 |
| City of St. Anthony | 3,542 | 0.087452 | \$309.75 |
| City of Teton | 735 | 0.087452 | \$64.28 |
| Total | 343,046 | | \$30,000.00 |
| Eastern Idaho SAUSA Cost | \$30,000 | | |
| Cost per person | 0.087452 | | |

* County Population is the unincorporated population



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-079-15

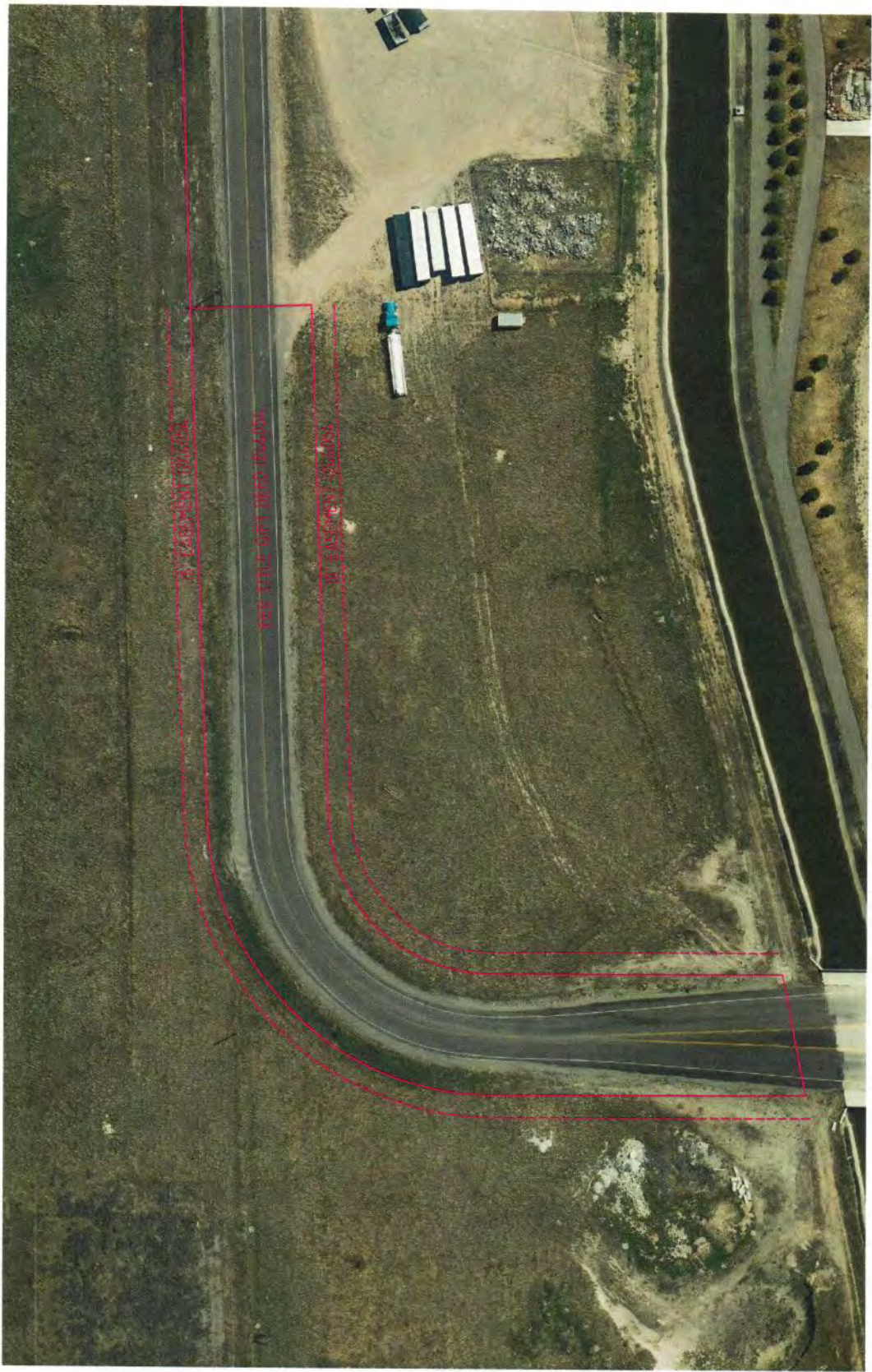
MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Approval of Quitclaim Deed to convey property to Idaho Falls Redevelopment Agency
DATE: July 2, 2015

The Idaho Falls Redevelopment Agency has requested property which includes a portion of Snake River Parkway and Utah Avenue be conveyed from the City of Idaho Falls to the Agency. The recently approved final plat for Eagle Ridge Division No. 3 includes the requested property as part of the dedicated right-of-way. However, because the City has fee title ownership of the property shown as right-of-way, the plat cannot be recorded and development of the property cannot begin until the property has been transferred to the developer. The intent of the Agency's request is to obtain the property and then immediately convey the property to the developer. The developer has already signed the plat dedicating the property as right-of-way.

Attachments: Letter from Lee Radford, Chairman of Idaho Falls Redevelopment Agency
Map of area to be conveyed
Quitclaim Deed

cc: Kathy Hampton
File



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

June 23, 2015

Mr. Brad Cramer, Director, Community Development Services Department
Mr. Chris Fredericksen, Director, Public Works Department
City of Idaho Falls
P O Box 50220
Idaho Falls Idaho 83405

RE: Deed of Gift, Instrument Number 1244054 (Quitclaim), Utah Avenue

Gentlemen:

The Idaho Falls Redevelopment Agency is requesting the right-of-way for Snake River Parkway and Utah Avenue as described in the attached Deed of Gift, Instrument Number 1244054, be conveyed to the Idaho Falls Redevelopment Agency. This parcel contains 1.326 acres and has been used for the street right-of-way for portions of the Snake River Parkway and Utah Avenue since approximately 2006. Eagle Ridge Development is proposing to develop this portion of roadway into a street cross-section approved by the City. The street section will be widened, built with curb and gutter, and landscaped. Most importantly, this 1.326 acres will spur a connection to Pioneer Road to serve Snake River Landing and residents on Pioneer Road. The Agency is participating with Eagle Ridge Development for redevelopment of this immediate area by funding certain eligible public improvements and infrastructure.

Under Sections 305 and 309 of the Eagle Ridge Urban Renewal Plan, the Agency is authorized to acquire an interest in real property. Under Section 404, existing streets may be modified as necessary for proper development of the urban renewal district. The right-of-way for Snake River Parkway and Utah Avenue as designed by the developer and approved by the City will improve street access within the urban renewal district, provide storm drainage and pedestrian amenities, and open the adjacent land to private development. The Agency is requesting the cooperation of the City in accordance with Sections 304 and 600 of the Eagle Ridge Urban Renewal Plan. Idaho Code Section 50-2015 of the Idaho Urban Renewal Law allows for the conveyance of property by the City to the Agency without consideration, appraisal, public notice, advertisement, or public bidding.

If you have any questions, please contact Ryan Armbruster, Elam and Burke, 208-343-5454. If the City needs more than this letter to process the property transfer, please contact me at 522-6700. We are prepared to work with the city attorney to draft the deed. Thank you for your assistance in improving the traffic pattern north of Snake River Landing.

Sincerely,

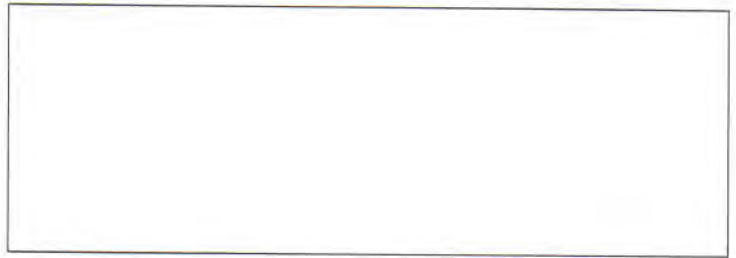


Lee Radford
Chairman

cc: Randy Fife
Ryan Armbruster
Steven Keim
Jeff Freiberg



QUITCLAIM DEED



THIS INDENTURE, made this _____ day of _____, 20____, between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTOR", and the IDAHO FALLS REDEVELOPMENT AGENCY, a public body, corporate and politic, P.O. Box 50220, Idaho Falls, Idaho 83405, County of Bonneville, hereinafter referred to as "GRANTEE".

WITNESSETH

That GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), lawful money of the United States of America, and other good and valuable considerations to GRANTOR, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged by GRANTOR, does by these presents remise, release and forever quitclaim unto GRANTEE, all the following described real estate, situated in the County of Bonneville, State of Idaho, to-wit:

See Attached "Exhibit A"

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part and to its heirs and assigns forever.

IN WITNESS WHEREOF, GRANTORS have hereunto subscribed their hands and seals on this day and year first above written.

"GRANTOR"
CITY OF IDAHO FALLS

By: Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)
)
County of Bonneville)

On this _____ day of _____, 20____, before me, the undersigned, a notary public, in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said GRANTOR, City of Idaho Falls, Idaho.

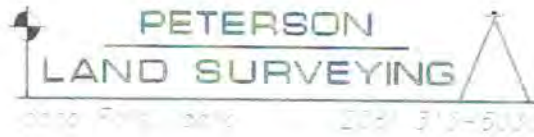
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

EXHIBIT A



June 25, 2015

Job No. 003-0101 Eagle Ridge City of Idaho Falls to RDA Div. 3

A parcel of land being part of the Southwest Quarter of Section 24, Township 2 North, Range 37 East, Boise Meridian, described as follows:

Beginning at a point on the North line of that Deed of Gift as described on Instrument No. 1244054 within the Bonneville County, Idaho Records Office, said point bears S00°17'19"E 1268.57 feet along the Section line and S87°51'11"W 575.12 feet from the Center 1/4 Corner of said Section 24, running thence S02°00'21"E 80.00 feet to the South line of said Deed of Gift, thence along said Deed of Gift the following seven (7) courses, (1) S87°51'11"W 293.89 feet to a point on a 110.00 foot radius curve to the left (2) 169.13 feet along said curve to the left through a central angle of 88°05'41" with a long chord bearing S43°48'21"W 152.96 feet (3) S00°14'30"E 189.90 feet (4) S79°09'31"W 81.39 feet (5) N00°14'30"W 204.87 feet to a point on a 190.00 foot radius curve to the right (6) 292.13 feet along said curve to the right through a central angle of 88°05'41" with a long chord bearing N43°48'21"E 264.20 feet (7) N87°51'11"E 294.09 feet to the Point of Beginning.

Parcel contains 1.326 Acres.

Together with a portion of the Public Utility Easement described in said Deed of Gift being 15.00 feet in width, lying to the Right of the following described Sideline:

Beginning at a point on the North line of said Deed of Gift, said point bears S00°17'19"E 1268.57 feet along the Section line and S87°51'11"W 635.74 feet from the Center 1/4 Corner of said Section 24, running thence along the Northerly and Westerly line of said Deed of Gift the following three (3) courses: (1) S87°51'11"W 233.47 feet to a point on a 190.00 foot radius curve to the left (2) 292.13 feet along said curve to the left through a central angle of 88°05'41" with a long chord bearing S43°48'21"W 264.20 feet (3) S00°14'30"E 204.87 feet to the Point of Termination of said Sideline and entirely within the boundary lines of the proposed Subdivision of Eagle Ridge Subdivision Division No. 3.

Also together with a portion of the Public Utility Easement described in said Deed of Gift being 15.00 feet in width, lying to the Left of the following described Sideline:

Beginning at a point on the North line of said Deed of Gift, said point bears S00°17'19"E 1268.57 feet along the Section line and S87°51'11"W 575.12 feet and S02°00'21"E 80.00 feet from the Center 1/4 Corner of said Section 24, running thence along the Southerly and Easterly line of said Deed of Gift the following three (3) courses: (1) S87°51'11"W 293.89 feet to a point on a 110.00 foot radius curve to the left (2) 169.13 feet along said curve to the left through a central angle of 88°05'41" with a long chord bearing S43°48'21"W 152.96 feet (3) S00°14'30"E 189.90 feet to the Point of Termination of said Sideline and lying entirely within the boundary lines of the proposed Subdivision of Eagle Ridge Subdivision Division No. 3.





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-081-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation and Initial Zoning of HC-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, North Holmes Business Route, Div. No. 1
DATE: July 6, 2015

Attaches is the application for Annexation and Initial Zoning of HC-1, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, North Holmes Business Route, Div. No. 1. The Planning and Zoning Commission considered this item at its June 2, 2015 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Planning and Zoning Commission Minutes, June 2, 2015
Staff Report, June 2, 2015
Annexation Agreement
Annexation Ordinance
Zoning Ordinance
Reasoned Statement of Relevant Criteria and Standards

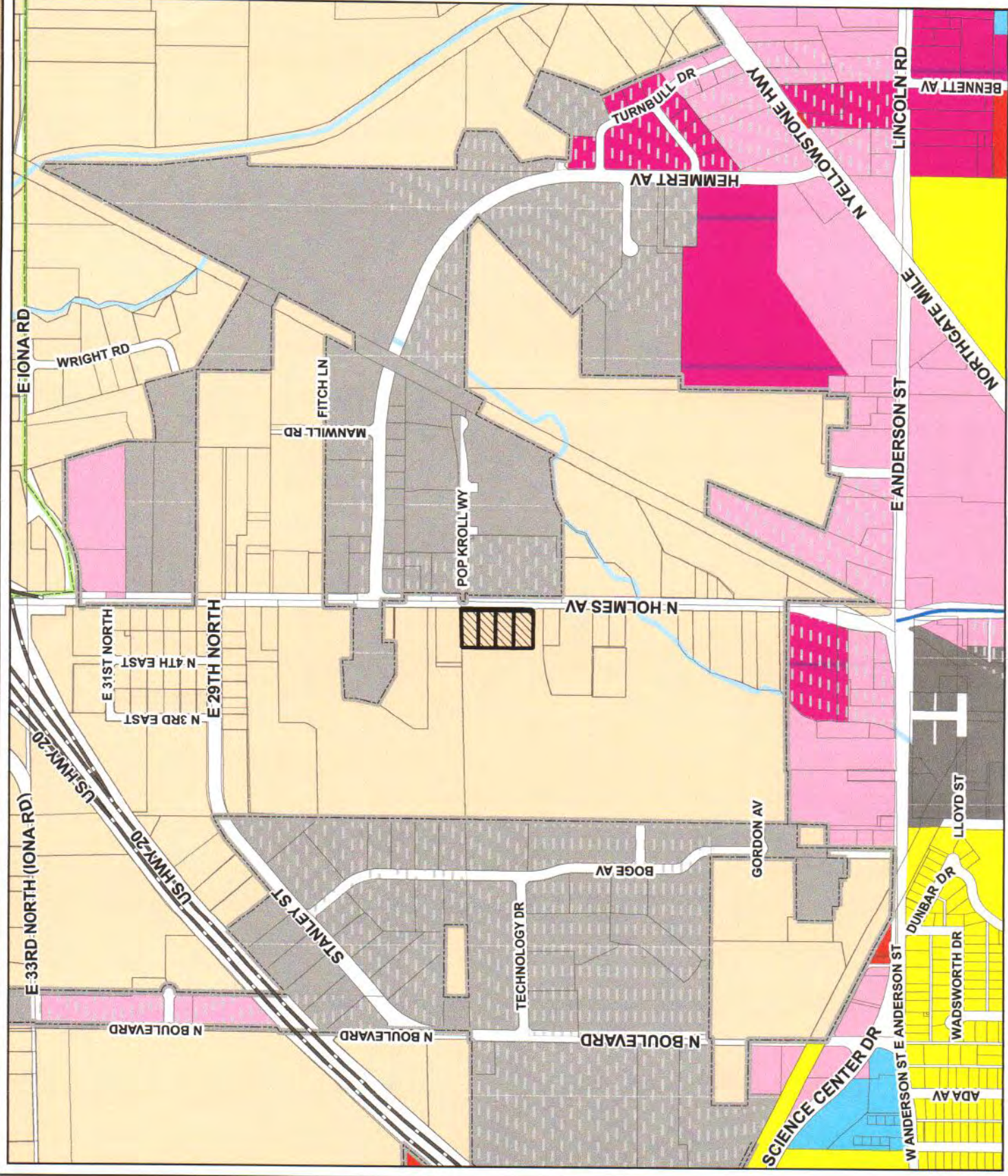
cc: Kathy Hampton
File



-



Date: 04/23/2015





1" = 400'
Date 04/23/2015

FITCH LN

MANWILL RD

HEMMERT AV

POP KROLL WY

N HOLMES AV

BOGE AV

STANLEY ST

TECHNOLOGY DR















RONALD AV

GORDON AV

US HWY 20

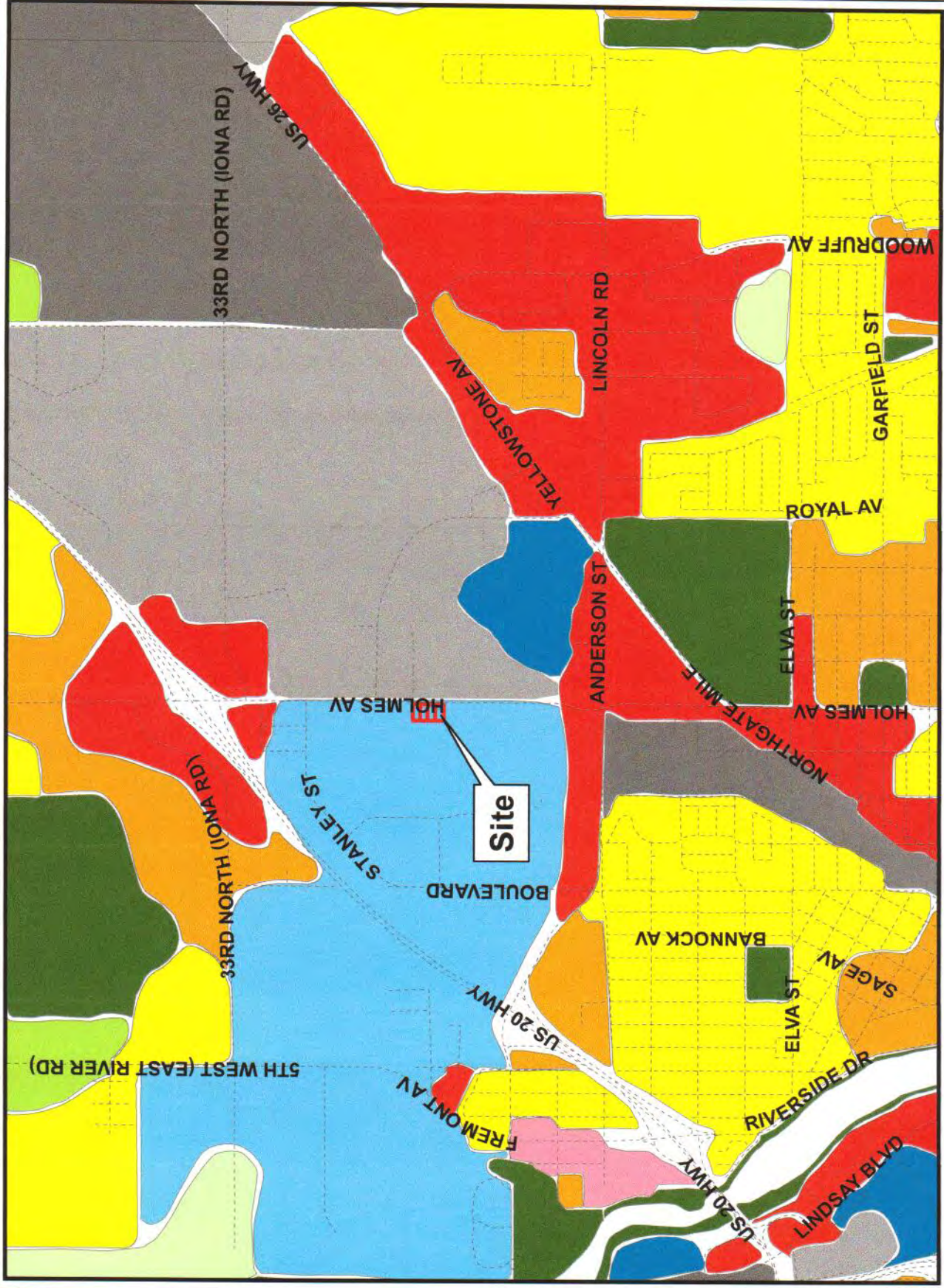
Annexation, Initial Zoning & Final Plat

North Holmes Business Route Division 1

| | | | | | | | | | |
|---|----------------|---|--------------------------------|---|-------------------------|---|----------------------------|---|-----------------------------|
|  | Estate |  | Greenbelt Mixed Uses |  | Commercial |  | Higher Education Centers |  | Railroad-related industrial |
|  | Low Density |  | Parks, Recreation |  | Employment Centers |  | Planned Transition |  | Highway-related industrial |
|  | 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: 04/06/2015

AN ADDITION TO THE CITY OF IDAHO FALLS BONNEVILLE
COUNTY, IDAHO, PART OF THE NE 1/4 OF THE SE 1/4 OF
SECTION 7, T. 2 N., R. 38 E.B.M.



Dixon moved to recommend to the Mayor and City Council approval of the Planned Unit Development, Lot 10, Block 13, St. Clair Estates, Division No. 13, 4th Amended, as presented, Cosgrove seconded the motion and it passed unanimously.

3. Annexation with Initial Zoning of R-1 and Final Plat: Trumblee Acres, Division No. 1.

Beutler presented the staff report, a part of the record. Swaney asked if the access on the eastern parcel will be abandoned. Beutler stated that the eastern access point will go away at the time of the road improvements. Dixon stated that the annexation portion that would be on the western lot comes close the existing structure that is remaining in the County. Beutler stated that the ownership runs immediately adjacent to the structure, so it does not meet setback requirements. The property that the barn is located on is within the county, and under separate ownership. If the property is annexed into the city in the future, they will become nonconforming when they were annexed into the city and would be allowed to continue as they exist.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Applicant Jolley stated that the reason for the plat is the property owner is asking to build a garage. The reason for the two separate lots is for future planning. There are no plans for the second parcel. Dixon asked what the access to the existing structures that would remain in the County. Jolley stated that the access would come off of a different portion of the property. There is a third access to the property and that access would be for the County parcel.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Wimborne moved to recommend to the Mayor and City Council annexation with initial zoning of R-1 and approval of a final plat for property located south of and adjacent to West 17th South east of Ironwood Drive, Denney seconded the motion and it passed unanimously.

4. Annexation with Initial Zoning of HC-1 and Final Plat: North Holmes Business Rout, Division No. 1. Beutler presented the staff report, a part of the record.

Applicant did not want to address the Board.

No one appeared in support or opposition to application.

Morrison closed the public hearing.

Dixon raised a concern of not leaving access to the property behind the parcels onto North Holmes, however there are other possible inlets that can access the property.

Dixon moved to recommend to the Mayor and City Council annexation with initial zoning of HC-1 and approval of the final plat for North Holmes Business Route Subdivision, Division No. 1, as presented, including shared access, Wimborne seconded the motion, and it passed unanimously.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Annexation, Initial Zoning of HC-1 and Final Plat
North Holmes Business Route Subdivision, Division 1
May 5, 2015



Community
Development
Services

Applicant: Harper Leavitt Engineering

Location: Located west of and adjacent to N. Holmes Avenue, south of Pop Kroll Way

Size: 2.319 acres

Existing Zoning:

Site: HC-1 requested
North: I&M-1(County)
South: I&M-1(County)
East: I&M-1
West: I&M-1 (County)

Existing Land Use:

Site: Undeveloped
North: Agricultural
South: Agricultural
East: Agricultural
West: Residential

Future Land Use Map:
Higher Education Center

Attachments:

1. Maps and aerial photos
2. Final Plat

Requested Action: To **recommend** to the Mayor and City Council annexation, with an initial zoning of HC-1 and approval of a final plat, for property located west of and adjacent to N. Holmes Avenue, south of Pop Kroll Way.

Annexation: This is a category "A" annexation. The proposed annexation includes a little over two acres. The annexation boundary does not include the right-of-way for N. Holmes Avenue. The City is undertaking the annexation of a larger portion of N. Holmes Ave., including this area, in the immediate future.

Zoning: The proposed HC-1, Limited Business Zone designation is consistent with the Comprehensive Plan and the existing zoning in the area. Properties in this area of the City and County are zoned I&M-1. Developed properties along the N. Holmes corridor are a mix of commercial and industrial uses. The Future Land Use Map shows this area on the boundary between Highway-related Industrial and Higher Education Centers.

Final Plat: The final plat includes four lots. All of the lots meet the minimum requirements for development under the HC-1 Zone. The lots will have frontage onto N. Holmes Avenue, but will need to utilize a shared access. N. Holmes Avenue is identified as a principal arterial. N. Holmes Ave. is a state route in this location and access will be subject to approval by the Idaho Transportation Department.

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 HC-1 Zone and complies with the subdivision ordinance. Staff would recommend approval.

Comprehensive Plan Policies:

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 re-develop to more intensive uses which use existing utilities. (Page 67)

Zoning Ordinance:

7-11 HC-1 LIMITED BUSINESS ZONE

7-11-1 General Objectives and Characteristics. The HC-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments to serve the traveling public. This zone is usually located at specific locations along highways leading into the City, and is characterized by buildings set back from the right-of-way line and having a wide variety of architectural forms and shapes.

The objectives in establishing this zone are to:

- A. Encourage the development and continued use of the land within the zone for business purposes.
- B. To promote safety on the highway.
- C. To maintain maximum use of highway right-of-way for travel purposes.
- D. To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

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 HC-1 Limited Business Zone:

7-11-2 Use Requirements. The following uses shall be permitted in the HC-1 Zone:

- A. Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretakers dwellings incidental to the use of the land for commercial purposes.
- B. Super service stations.
- C. Automobile sales lots.
- D. Drive-in eating establishments.
- E. Machinery sales establishments.
- F. Amusement enterprises, such as merry-go-rounds, penny arcades, etc.
- G. Other uses ruled by the City Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.
- H. Retail establishments with incidental wholesaling, but excluding establishments the principal activity of which is a storage warehouse.
- I. Auto body shops.
- J. Beer parlors, taverns and cocktail lounges.
- K. Open storage areas, provided they are buffered from public streets by:
 - 1. site planning that uses structures to buffer open storage areas from public streets, or
 - 2. a minimum seven (7) foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.

7-11-3 Area, Width, Location, Height, and Size Requirements. No requirements, except that all buildings shall be setback a minimum distance of thirty (30) feet from any public street except as herein provided and required under the provisions of this Ordinance.

7-11-4 See Supplementary Regulations to Zones.

7-11-5 Special Provisions.

A. No dust, odor, smoke, vibration, or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.

B. When a development in the HC-1 zone adjoins land zoned RP, RP-A, RMH, or unincorporated land designated as single-family residential in the Idaho Falls Comprehensive Plan, a thirty (30) foot wide landscape buffer with landscaped berm to a height of six (6) feet and trees spaced at twenty (20) foot intervals shall be provided on the property line shared with such residential designation. Natural buffers such as canals may be included within this thirty (30) foot buffer and shall eliminate the need for berms where the canal is elevated or at least twenty (20) feet in width; however, landscaping with trees spaced at twenty (20) foot intervals shall still be provided.

C. A landscaped strip at least twenty (20) feet in width with lawn, ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line bordering any street, except for permitted driveways.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

| REQUIREMENTS | Staff Review |
|--|--|
| • Purposes listed in Section 10-1-1 as follows: | |
| Building envelopes sufficient to construct a building. | X |
| Lot dimensions conform to the minimum standards of Zoning Ordinance. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | N/A |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access. | X Access to N. Holmes Avenue will be subject to approval from the Idaho Transportation Department |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | NA |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | X |
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | X |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered | N/A |

| | |
|---|--------------------------|
| from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | |
| Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. | No new streets provided. |

ANNEXATION AGREEMENT
NORTH HOLMES BUSINESS ROUTE SUBDIVISION NO. 1

This Annexation Agreement, of North Holmes Business Route Subdivision No. 1, (hereinafter called "AGREEMENT"), made this _____ day of _____, 2015, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IDAHO FALLS HOMES, LLC, a limited liability company, (hereinafter "DEVELOPER"), whose mailing address is 1735 N. Bramble Lane, Idaho Falls, Idaho 83401.

W I T N E S S E T H:

WHEREAS, DEVELOPER is a limited partnership 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 the "Subdivision"), is described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, DEVELOPER understands that annexation must comply with Idaho Code § 50-222; and

WHEREAS, DEVELOPER voluntarily wishes to proceed with Category A annexation pursuant to Idaho Code § 50-222(3)(a); and

WHEREAS, DEVELOPER requests and consents to CITY annexation of the Subdivision; and

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

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

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

WHEREAS, DEVELOPER has requested the Subdivision be annexed to CITY; and

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

WHEREAS, CITY is willing to annex the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached as Exhibit "B" to this Agreement and adopted as part of such Agreement and incorporated herewith.

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

1. Annexation. CITY agrees to annex the Subdivision to the City of Idaho Falls, Idaho, attached as Exhibit "A" to this Agreement and adopted as part of such Agreement and incorporated herewith, subject to DEVELOPER's performance of the terms and conditions of this AGREEMENT.

2. Improvement Plans. DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed and the 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 the 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 the 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 required by the Special Conditions attached hereto and incorporated as part of this AGREEMENT. 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. CITY may withhold the issuance of any and all building permits and/or certificates of occupancy in the Subdivision until all public improvements required by CITY, including Special Conditions, are constructed and accepted by CITY.

4. Permits. DEVELOPER shall obtain all rights 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. Completion of Public Improvements. DEVELOPER agrees that, upon a finding by City Council, duly entered in the official minutes of the proceedings of City Council, that a portion or portions or the entirety of any public improvements "detailed in" the Special Conditions need to be completed in the interest of the public health, welfare or safety, DEVELOPER shall forthwith construct such public improvements. If DEVELOPER does not commence construction of such public improvements within a reasonable time after such finding is made, or if DEVELOPER does

not complete such construction within a reasonable time thereafter, CITY may construct or complete such facilities at DEVELOPER's expense. City Council shall not make such finding unless DEVELOPER has been given at least ten (10) days advance written notice of the date and place of the meeting, and DEVELOPER has been given an opportunity to be heard at such meeting. At or before the meeting, City Engineer shall furnish DEVELOPER a cost estimate for completing the required portion or portions of such public improvements.

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

7. 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 the City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed 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 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 the 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.

8. Public Improvement Certification. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER, through the Project Engineer, shall certify that all 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 the 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.

9. Final Plat. DEVELOPER agrees not to commence any building or construction within the Subdivision until a final Subdivision plat (hereinafter referred to as the "Final Plat") of the area encompassing the phase or division where such building or construction is contemplated, has been duly prepared in compliance with Idaho Code § 31-3805, as amended, and Chapter 13, Title 50, Idaho Code, as amended, and has been approved by CITY pursuant to the Subdivision Ordinance of CITY.

10. Sale, Lease or Conveyance of Part of Property. DEVELOPER agrees not to sell, lease or convey any portion of the Subdivision unless a Final Plat for the portion to be sold, leased or conveyed, has been approved by CITY and recorded in the Bonneville County Recorder's office.

11. Acceptance of Subdivision. Upon satisfactory completion of such public

improvements and facilities, DEVELOPER's delivery of Public Improvement Certification 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.

12. 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 Special Conditions 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.

13. Arterial Street, Surface Drainage and Other Impact Fees. DEVELOPER agrees to pay all Arterial Street and Bridge Fees, Surface Drainage Fees, or any other impact fees in force, at the time of the approval of a final plat covering any portion of the Subdivision. The calculation of such fees shall be based only upon the area included within the final plat. Such fees shall be paid in full prior to the approval of such final plat by CITY, and the amount and other terms and conditions regulating the payment and imposition thereof shall be in accordance with the CITY ordinance in effect at the time the final plat is approved.

14. 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.

15. Rezoning of Property. Nothing herein contained shall restrict the right of CITY to change the zoning of any of the Unplatted Property following procedures established by City Zoning Ordinance and the Idaho Local Land Use Planning Act.

16. 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 the City has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity

and road width or thickness, are required because of future service needs originating from properties not owned by Developer and located within the vicinity of the Subdivision and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for Developer's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, Developer agrees to design and construct such facilities subject to the 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 the City three 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 the City is responsible. The 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 the City will reimburse the Developer. Payment of such costs by the City shall be due within thirty (30) days from acceptance of the Subdivision by the City and delivery of an itemized statement to the City setting forth in detail the total amount of the costs for which the City is responsible.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 detailed in the Special Conditions.

22. 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.

23. 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 Subdivision inspection fees collected pursuant to Idaho Falls City Code;
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

24. 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.

25. 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.

26. Conflict with Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Standard Specifications, the terms of this AGREEMENT shall prevail over any contrary provision of the Standard Specifications.

27. 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.

28. Remedies Cumulative. All remedies herein are cumulative and, to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of CITY.

29. 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.

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

31. 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

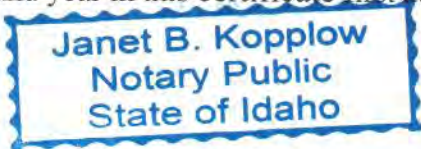
IDAHO FALLS HOMES, LLC

By _____
Joe Belloff, Manager

County of Bonneville)

On this 1st day of July, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Joe Belloff, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he 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.



Janet B Kopplow
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4/11/17

(Seal)

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.

(Seal)

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

“EXHIBIT A”
NORTH HOLMES BUSINESS ROUTE SUBDIVISION NO. 1

Part of the SE 1/4 of Section 7, Township 2 North, Range 38 East, B.M., in the City of Idaho Falls, Bonneville County, Idaho described as;

Beginning at a point on the West right-of-way line of N. Holmes Avenue that is S88°37'40"W
42.38 feet along the east-west centerline of said Section 7 from the East 1/4 corner of said

Section 7, said 1/4 corner being N00°21'34"E 2631.75 feet from the SE corner of said Section 7 and running thence along said west right-of-way line along a curve to the right 418.71 feet (Curve Data Delta=0°12'10" R=118381.36') the chord of which bears S00°19'31"W 418.71 feet along said right-of-way to a point of curve; thence to the right along said curve 31.50 feet (Curve Data Delta=90°15'07" R=20.00') chord bears S45°29'47"W 28.35 feet; thence N89°37'44"W 211.04 feet; thence N00°21'52"W 126.17 feet; thence N00°22'16"E 305.47 feet to a point on the east-west centerline of said Section 7; thence N88°37'40"E 232.52 feet along said centerline to the point of beginning.

Parcel Contains 2.321 acres more or less.

EXHIBIT "B"
SPECIAL CONDITIONS FOR
NORTH HOLMES BUSINESS ROUTE DIVISION NO. 1

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$5,802.50 (2.314 Acres at \$2,500 per acre) payable as follows:

| <u>Due Date</u> | <u>Payment Amount</u> |
|-----------------------|-----------------------|
| Upon execution hereof | \$580.25 |
| November 1, 2015 | \$870.38 |
| May 1, 2016 | \$870.38 |
| August 1, 2016 | \$870.38 |
| November 1, 2016 | \$870.38 |
| February 1, 2017 | \$870.38 |
| May 1, 2017 | <u>\$870.35</u> |
| Total | \$5,802.50 |

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is \$724.79 (96,572.52 square feet net area at \$.0075 per square foot) payable as follows:

| | |
|-----------------------|-----------------|
| Upon execution hereof | \$72.48 |
| November 1, 2015 | \$108.72 |
| May 1, 2016 | \$108.72 |
| August 1, 2016 | \$108.72 |
| November 1, 2016 | \$108.72 |
| February 1, 2017 | \$108.72 |
| May 1, 2017 | <u>\$108.71</u> |
| Total | \$724.79 |

S-C 3.00 Access. Access off of N. Holmes Ave. will meet the Area Access management plan and be subject to approval by the Idaho Transportation Department Developer will acquire necessary permits from the Idaho Transportation Department for work within Holmes Right of Way.

S-C 4.00. Water Line Connection Fees. The City agrees to allow Developer to connect to the water main located in N. Holmes, subject to Developer's payment of the water main connection fees in the amount of \$15,355.55 (438.73' x \$35.00) , pursuant to section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, Developer or his heirs or assigns shall also pay individual water system connection fees each time an individual water service line is connected to the City water systems. Such fees shall be paid in the amounts and manner set forth in such Code Sections.

S-C 5.00. Sewer Main Connection Fee. The City agrees to allow Developer to connect to the sewer previously constructed within N. Holmes, subject to Developer's payment of the sewer main connection charge pursuant to section 8-1-23(C) of the City Code in the amount of \$6,874.60 (343.73' at \$20 per foot). Pursuant to section 8-1-23(B) of the City Code, Developer or his heirs or

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

S-C 600 Storm Drainage. Storm Drainage will be designed and constructed to accommodate drainage of the roads and lots within the development by the Developer. The storm drainage system shall meet the City Storm Drainage policy.

S-C 7.00 Sanitary Sewer. There are two existing eight (8") inch sanitary sewer stubs to the existing development in the Holmes right of way. The developer will provide for a sewer easement (15' wide) from the north sanitary sewer stub to the west parcel line. The developer shall also provide for a connection from the south stub to the future road adjacent to the south property line (approximately 95' of 8" pipe and 2 manholes) The installed sanitary sewer shall be within the City utility easement of fifteen (15') feet width minimum.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Section 1 of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Section 1 is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Section 1 of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as "Higher Education Centers"; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described herein are hereby annexed to the City of Idaho Falls, Idaho:

Part of the SE 1/4 of Section 7, Township 2 North, Range 38 East, B.M., in the City of Idaho Falls, Bonneville County, Idaho described as;

Beginning at a point on the West right-of-way line of N. Holmes Avenue that is S88°37'40"W 42.38 feet along the east-west centerline of said Section 7 from the East 1/4 corner of said Section 7, said 1/4 corner being N00°21'34"E 2631.75 feet from the SE corner of said Section 7 and running thence along said west right-of-way line along a curve to the right 418.71 feet (Curve Data Delta=0°12'10" R=118381.36') the chord of which bears S00°19'31"W 418.71 feet along said right-of-way to a point of curve; thence to the right along said curve 31.50 feet (Curve Data Delta=90°15'07" R=20.00') chord bears S45°29'47"W 28.35 feet; thence N89°37'44"W 211.04 feet; thence N00°21'52"W 126.17 feet; thence N00°22'16"E 305.47 feet to a point on the east-west centerline of said Section 7; thence N88°37'40"E 232.52 feet along said centerline to the point of beginning.

Parcel Contains 2.321 acres more or less.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 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 ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ASSIGNING A COMPREHENSIVE PLAN DESIGNATION OF HIGHER EDUCATION CENTER; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 2.321 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS HC-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 HC-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Higher Education 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 June 2, 2015, and recommended approval of zoning the subject property to HC-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 9, 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:

Part of the SE 1/4 of Section 7, Township 2 North, Range 38 East, B.M., in the City of Idaho Falls, Bonneville County, Idaho described as;

Beginning at a point on the West right-of-way line of N. Holmes Avenue that is S88°37'40"W 42.38 feet along the east-west centerline of said Section 7 from the East 1/4 corner of said Section 7, said 1/4 corner being N00°21'34"E 2631.75 feet from the SE corner of said Section 7 and running thence along said west right-of-way line along a curve to the right 418.71 feet (Curve Data Delta=0°12'10" R=118381.36') the chord of which bears S00°19'31"W 418.71 feet along said right-of-way to a point of curve; thence to the right along said curve 31.50 feet (Curve Data Delta=90°15'07" R=20.00') chord bears S45°29'47"W 28.35 feet; thence N89°37'44"W 211.04 feet; thence N00°21'52"W 126.17 feet; thence N00°22'16"E 305.47 feet to a point on the east-west centerline of said Section 7; thence N88°37'40"E 232.52 feet along said centerline to the

point of beginning.

Parcel Contains 2.321 acres more or less.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "HC-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)

County of Bonneville) ss:
)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ASSIGNING
A COMPREHENSIVE PLAN DESIGNATION OF HIGHER
EDUCATION CENTER; PROVIDING FOR THE INITIAL ZONING
OF APPROXIMATELY 2.321 ACRES DESCRIBED IN SECTION 1 OF THIS
ORDINANCE AS HC-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 WEST OF AND ADJACENT TO N. HOLMES AVENUE, SOUTH OF POP KROLL WAY

WHEREAS, the applicant filed an application for annexation on March 31, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 9, 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 2.319 acre parcel located west of and adjacent to N. Holmes Avenue, south of Pop Kroll Way.
3. The 2013 Comprehensive Plan Future Land Use Map shows this area between the boundary of Higher Education Centers and Highway-related Industrial designations.
4. This is a category "A" annexation in which the property owner is requesting annexation to the city.
5. The applicant's initial zoning request is for HC-1, Limited Business Zone which complies with the Comprehensive Plan.

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

THE INITIAL ZONING OF HC-1 GENERAL COMMERCIAL ZONING FOR PROPERTY LOCATED WEST OF AND ADJACENT TO N. HOLMES AVENUE, SOUTH OF POP KROLL WAY

WHEREAS, the applicant filed an application for annexation, with initial zoning of HC-1 Limited Business Zoning on March 31, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 9, 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 2.319 acre parcel located west of and adjacent to N. Holmes Avenue, south of Pop Kroll Way.
3. The Zoning in this area includes I&M-1 within the City and County and having been developed with various commercial, retail, service, office and light industrial uses.
4. The 2013 Comprehensive Plan Future Land Use Map shows this area between the boundary of Higher Education Centers and Highway-related Industrial designations.
5. This is a category "A" annexation in which the property owner is requesting annexation to the city.
6. The applicant's initial request is for HC-1, complies with the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of HC-1 Limited Business Zoning 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 NORTH HOLMES BUSINESS ROUTE SUBDIVISION, DIVISION NO. 1, LOCATED WEST OF AND ADJACENT TO N. HOLMES AVENUE, SOUTH OF POP KROLL WAY

WHEREAS, the applicant filed an application for final plat on March 31, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 9, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.319 acre parcel located west of and adjacent to N. Holmes Avenue, south of Pop Kroll Way.
3. The initial zoning for this property is proposed to be HC-1, Limited Business.
4. The subdivision includes four lots.
5. All of the lots have frontage onto N. Holmes, but will need to utilize shared access. N. Holmes Avenue is a state route in this location and access will be subject to approval by the Idaho Transportation Department.
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 City Council of the City of Idaho Falls approved the plat for North Holmes Business Route, Division No. 1.

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-080-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation with Initial Zoning of R-1, Annexation and Zoning Ordinances,
Development Agreement, Final Plat, and Reasoned Statements of Relevant
Criteria and Standards, Trumblee Acres, Division No. 1.
DATE: July 2, 2015

Attached is the application for Annexation with Initial Zoning of R-1, Annexation and Zoning Ordinances, Development Agreement, Final Plat, and Reasoned Statements of Relevant Criteria and Standards, Trumblee Acres, Division No. 1. The Planning and Zoning Commission considered this item at its June 2, 2015, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Draft Planning Commission Minutes, June 2, 2015
Staff Report, June 2, 2015
Development Agreement
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

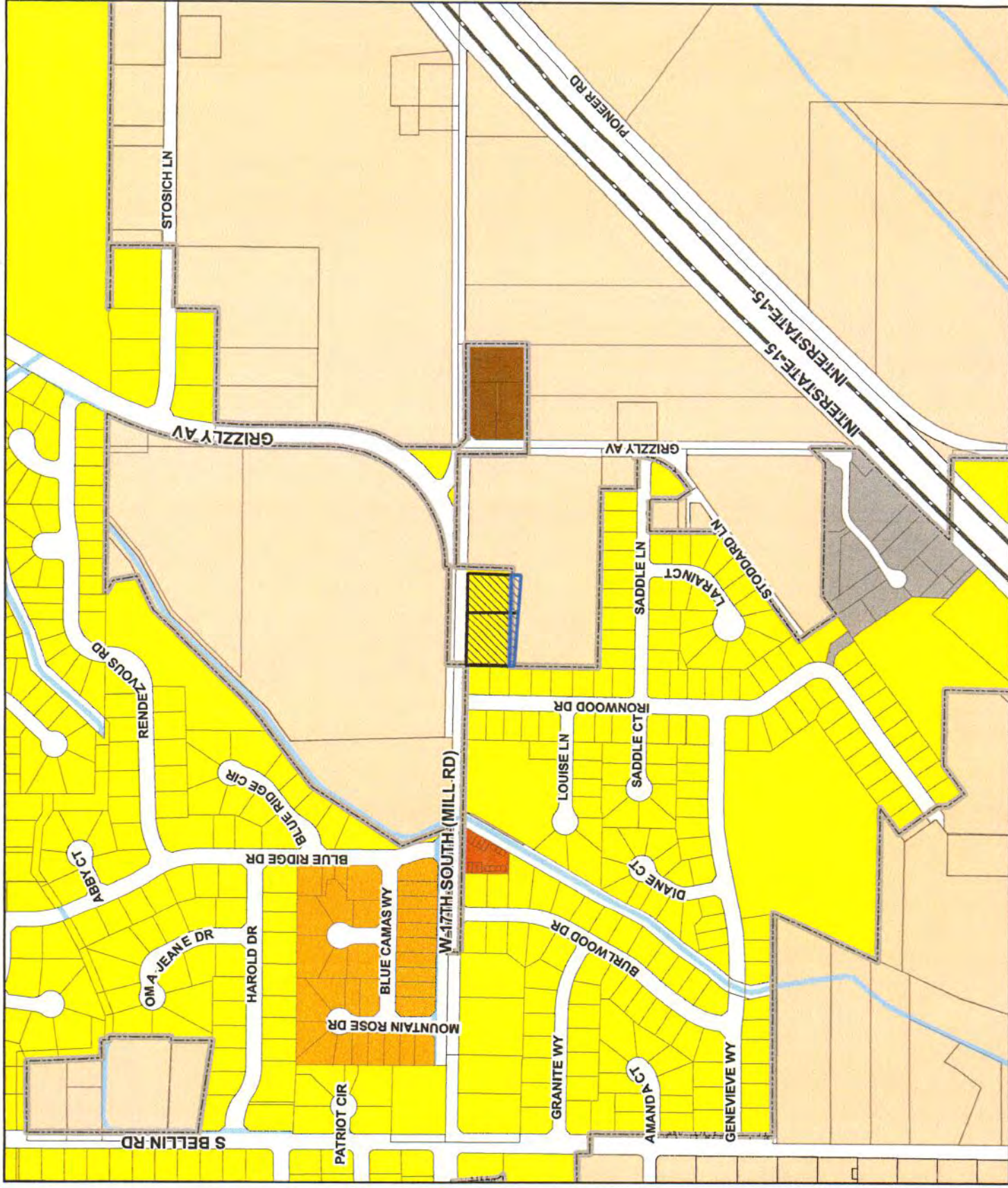
50' Setback

City Limits

Area of Impact

1" = 500'

Date: 04/21/2015


















1" = 200'
Date: 04/21/2015

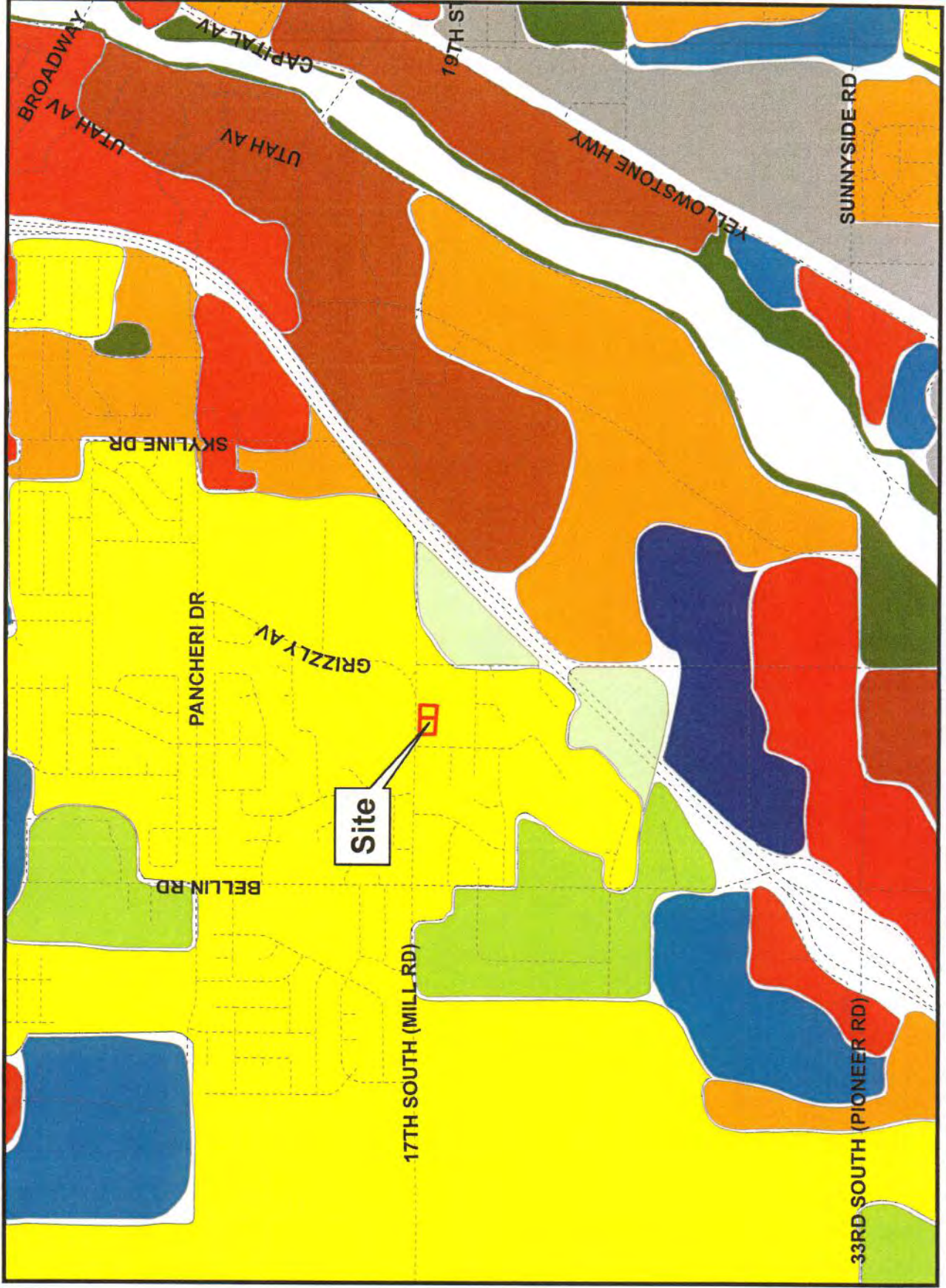
Annexation, Initial Zoning & Final Plat

Trumble Acres Division 1

- | | | | |
|--|--|--|---|
|  Estate |  Commercial |  Higher Education Centers |  Railroad-related industrial |
|  Low Density |  Employment Centers |  Planned Transition | |
|  Higher Density |  Medical Services Center |  Highway-related industrial | |
| |  Greenbelt Mixed Uses | | |
| |  Parks, Recreation | | |
| |  Public Facilities, Open Spaces | | |



Comprehensive Plan



Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

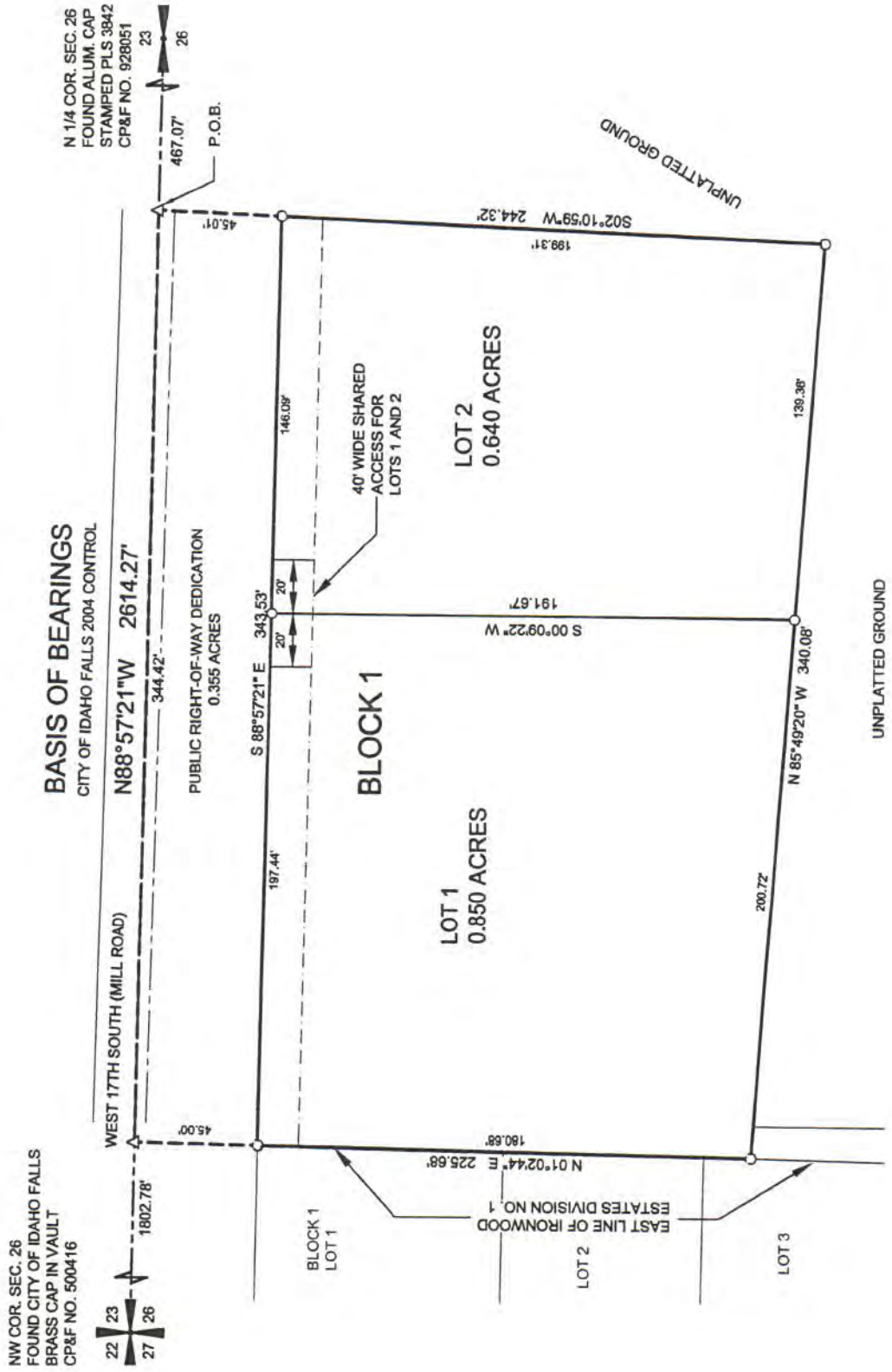
Date: 03/30/2015

TRUMBLEE ACRES

DIVISION NO. 1 AN ADDITION TO THE CITY OF
IDAHO FALLS BONNEVILLE COUNTY, IDAHO

PART OF THE

NE 1/4 OF THE NW 1/4 OF
SECTION 26, T. 2 N., R. 37 E.B.M.



Dixon moved to recommend to the Mayor and City Council approval of the Planned Unit Development, Lot 10, Block 13, St. Clair Estates, Division No. 13, 4th Amended, as presented, Cosgrove seconded the motion and it passed unanimously.

3. Annexation with Initial Zoning of R-1 and Final Plat: Trumblee Acres, Division No. 1.

Beutler presented the staff report, a part of the record. Swaney asked if the access on the eastern parcel will be abandoned. Beutler stated that the eastern access point will go away at the time of the road improvements. Dixon stated that the annexation portion that would be on the western lot comes close the existing structure that is remaining in the County. Beutler stated that the ownership runs immediately adjacent to the structure, so it does not meet setback requirements. The property that the barn is located on is within the county, and under separate ownership. If the property is annexed into the city in the future, they will become nonconforming when they were annexed into the city and would be allowed to continue as they exist.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Applicant Jolley stated that the reason for the plat is the property owner is asking to build a garage. The reason for the two separate lots is for future planning. There are no plans for the second parcel. Dixon asked what the access to the existing structures that would remain in the County. Jolley stated that the access would come off of a different portion of the property. There is a third access to the property and that access would be for the County parcel.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Wimborne moved to recommend to the Mayor and City Council annexation with initial zoning of R-1 and approval of a final plat for property located south of and adjacent to West 17th South east of Ironwood Drive, Denney seconded the motion and it passed unanimously.

4. Annexation with Initial Zoning of HC-1 and Final Plat: North Holmes Business Rout, Division No. 1. Beutler presented the staff report, a part of the record.

Applicant did not want to address the Board.

No one appeared in support or opposition to application.

Morrison closed the public hearing.

Dixon raised a concern of not leaving access to the property behind the parcels onto North Holmes, however there are other possible inlets that can access the property.

Dixon moved to recommend to the Mayor and City Council annexation with initial zoning of HC-1 and approval of the final plat for North Holmes Business Route Subdivision, Division No. 1, as presented, including shared access, Wimborne seconded the motion, and it passed unanimously.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Annexation, Initial Zoning of R-1 and Final Plat
Trumblee Acres, Division 1
May 5, 2015



Community
Development
Services

Applicant: Harper Leavitt
Engineering

Location: south of and
adjacent to W. 17th South
(Mill Road), east of
Ironwood Drive

Size:
Annexation: 0.211 acres
Final Plat: 1.845 acres

Existing Zoning:
Site: R-1 existing and
requested
North: A-1 Agricultural
(County)
South: A-1 Agricultural
(County)
East: A-1 Agricultural
(County)
West: R-1

Existing Land Use:
Site: Residential
North: Agricultural
South: Agricultural
East: Agricultural
West: Residential

Future Land Use Map:
Low Density

Attachments:
1. Maps and aerial photos
2. 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 and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.

Annexation: This is a category "A" annexation. Most of this property was annexed into the City in 1989. The developer now wishes to bring the remaining portion of the property into the City so that it can be platted and an accessory building can be constructed. The annexation agreement for this property specifically requires the property to be platted before the construction of any building or improvement on the property.

Zoning: The proposed R-1, Residence Zone designation is consistent with the Comprehensive Plan and the existing zoning in the area and this property. Properties immediately to the west are also zoned R-1 and have been developed as single family residential. The other surrounding properties are zoned A-1 within the County, but are designated as Low Density residential within the Comprehensive Plan.

Final Plat: The final plat includes two lots. Both lots meet the minimum requirements for development under the R-1 Zone. The lots will have frontage onto Mill Road. The plat includes a forty five foot wide dedication for Mill Road. Mill Road is identified a Minor Arterial road. The developer will be required to improve the south half of Mill Road as part of the annexation agreement. Shared access will be provided for both lots at the property line.

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.

Comprehensive Plan Policies:

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 re-develop 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.

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.

7-3-4 Width Requirements. The minimum of any building site for a dwelling shall be fifty (50) feet measured at the building setback line.

7-3-5 Location of Buildings and Structures.

- A. Setback. All buildings shall be set back a minimum distance of thirty (30) feet from any public street, except as herein provided and required under the provisions of this Ordinance.
 - B. Side Yards. For main buildings there shall be a side yard of not less than eight (8) inches for each foot of building height, except that no side yard shall be less than seven (7) feet, six (6) inches. 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 (12) feet in the rear of the main building.
- Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.

C. Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five (25) feet on both interior and corner lots. For accessory buildings, no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three (3) foot rear yard is required.

7-3-6 Height Requirements. No building shall be erected to a height of greater than two (2) stories. Roofs above the square of the building, chimneys, flagpoles, television antennas, church towers, and similar structures not used for human occupancy, are excluded in determining height.

7-3-7 Size of Building. No requirement.

7-3-8 Lot Coverage. The total area of structures on a lot shall not exceed forty (40) percent of lot area.

Subdivision Ordinance: Boxes with an "X" indicated compliance with the ordinance

| REQUIREMENTS | Staff Review |
|--|---|
| • Purposes listed in Section 10-1-1 as follows: | |
| Building envelopes sufficient to construct a building. | X |
| Lot dimensions conform to the minimum standards of Zoning Ordinance. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | Both proposed lots have frontage onto Mill Road, a minor arterial. The residential access is existing and frontage onto another street is not available. The lots will utilize a shared access. |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access. | N/A |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | NA |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | X |

| | |
|---|---|
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | X |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | Both proposed lots have frontage onto Mill Road, a minor arterial. The residential access is existing and frontage onto another street is not available. The lots will utilize a shared access. Lot depth will exceed 150 feet. |
| Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. | No new streets provided. |

DEVELOPMENT AGREEMENT
TRUMBLEE ACRES

This DEVELOPMENT AGREEMENT, TRUMBLEE ACRES (hereinafter called "AGREEMENT"), made this _____ day of _____, 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 MICHAEL A. TRUMBLEE, (hereinafter called "DEVELOPER"), whose mailing address is 2225 W. 17th S., 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 specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and

obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades, and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

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

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

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

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

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision. 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, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road

width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

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

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

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

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

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. 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 the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

20. Recording 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. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property

located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

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 Stand 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 agreement regarding the development of the subdivision described herein between the parties 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 this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

OWNER

Michael A. Trumblee
Michael A. Trumblee

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 6th day of July, 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.

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)

) ss:

County of Bonneville)

On this 6th day of July, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Michael A. Trumblee, 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 limited liability company.

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

Janet B. Kopplow
Notary Public
State of Idaho

(Seal)

Janet B. Kopplow
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 8/11/17

EXHIBIT "A"

Trumblee Acres

Part of the NE1/4 of the NW1/4 of Section 26, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as;

Beginning at a point that is N88°57'21"W 467.07 feet along the section line and S02°10'59"W 208.04 feet from the North 1/4 corner of said Section 26 and running thence S02°10'59"W 36.28 feet; thence N85°49'20"W 340.08 feet to a point on a Westerly Boundary Line of City of Idaho Falls Annexation Ordinance No. 1942; thence along said Westerly Boundary Line of Annexation Ordinance No. 1942 N01°02'44"E 17.68 feet to an angle point of said Annexation Ordinance No. 1942; thence along a Southerly Boundary Line of said Annexation Ordinance No. 1942 S88°57'21"E 340.29 feet to the point of beginning.

Parcel Contains 0.211 acres.

EXHIBIT "B"
SPECIAL CONDITIONS FOR
TRUMBLEE ACRES

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$400.00 (2 lots at \$200 per lot) payable as follows:

| <u>Due Date</u> | <u>Payment Amount</u> |
|-----------------------|-----------------------|
| Upon execution hereof | \$40.00 |
| August 1, 2015 | \$90.00 |
| November 1, 2015 | \$90.00 |
| February 1, 2016 | \$90.00 |
| May 1, 2016 | <u>\$90.00</u> |
| Total | \$400.00 |

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is \$486.78 (64,904.4 square feet net area at \$.0075 per square foot) payable as follows:

| | |
|-----------------------|-----------------|
| Upon execution hereof | \$48.68 |
| August 1, 2015 | \$109.53 |
| November 1, 2015 | \$109.53 |
| February 1, 2016 | \$109.53 |
| May 1, 2016 | <u>\$109.51</u> |
| Total | \$486.78 |

S-C 3.00 Access. Access shall meet the Area Access management plan. A single shared access for Lots 1 and 2 shall be provided as shown on the subdivision plat and shall be detailed in the Construction Improvement Drawings to be provided.

S-C 4.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the roads and lots within the development by the Developer. The storm drainage system shall meet the City Storm Drainage policy.

S-C 5.00 Participation in Arterial Street Section. Developer shall design and construct the entire frontage for approximately 350 feet of 17th South (Mill Road). Currently, the roadway has been constructed as a half street and Developer shall complete the construction as shown on the DEVELOPMENT AGREEMENT FOR TRUMBLEE ACRES

improvement plans. City and Developer recognize that a portion of the future and current traffic on this street originates from properties outside this Subdivision; therefore Developer shall be responsible only for the design and construction costs of two (2) inches of asphalt over six (6) inches of $\frac{3}{4}$ inch crushed aggregate asphalt base, for a 21.5 feet wide street section. City agrees to reimburse Developer for the extra two (2) inches of asphalt and the extra four (4) inches of $\frac{3}{4}$ inch crushed aggregate base for the 21.5 feet width along the 17th South (Mill Road) frontage of this subdivision. The bids required under this paragraph shall be clearly itemized in order to allow segregation of the costs for which City is responsible and the costs for which the Developer is responsible. The Developer shall be responsible for all tapers and appropriate signing necessary to transition from the proposed improvements of 17th South (Mill Road) to the existing roadway, as shown on the improvement plans and approved by the City Engineer.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Section 1 of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Section 1 is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Section 1 of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Low Density Residential”; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described herein are hereby annexed to the City of Idaho Falls, Idaho:

Part of the NE1/4 of the NW1/4 of Section 26, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as;

Beginning at a point that is N88°57'21"W 467.07 feet along the section line and S02°10'59"W 208.04 feet from the North 1/4 corner of said Section 26 and running thence S02°10'59"W 36.28 feet; thence N85°49'20"W 340.08 feet to a point on a Westerly Boundary Line of City of Idaho Falls Annexation Ordinance No. 1942; thence along said Westerly Boundary Line of Annexation Ordinance No. 1942 N01°02'44"E 17.68 feet to an angle point of said Annexation Ordinance No. 1942; thence along a Southerly Boundary Line of said Annexation Ordinance No. 1942 S88°57'21"E 340.29 feet to the point of beginning.

Parcel Contains 0.211 acres

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 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 ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.211 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION AS "LOW DENSITY RESIDENTIAL;" 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 Residential"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 2, 105, 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 July 9, 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:

Part of the NE1/4 of the NW1/4 of Section 26, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho described as;

Beginning at a point that is N88°57'21"W 467.07 feet along the section line and S02°10'59"W 208.04 feet from the North 1/4 corner of said Section 26 and running thence S02°10'59"W 36.28 feet; thence N85°49'20"W 340.08 feet to a point on a Westerly Boundary Line of City of Idaho Falls Annexation Ordinance No. 1942; thence along said Westerly Boundary Line of Annexation Ordinance No. 1942 N01°02'44"E 17.68 feet to an angle point of said Annexation Ordinance No. 1942; thence along a Southerly Boundary Line of said Annexation Ordinance No. 1942 S88°57'21"E 340.29 feet to the point of beginning.

Parcel Contains 0.211 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 0.211 ACRES
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE;
ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION AS
"LOW DENSITY RESIDENTIAL;" 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 AND ADJACENT TO W. 17TH SOUTH (MILL ROAD), EAST OF IRONWOOD DRIVE

WHEREAS, the applicant filed an application for annexation on March 27, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 9, 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 0.211 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The 2013 Comprehensive Plan Future Land Use Map designates this area as Low Density.
4. This is a category "A" annexation in which the property owner is requesting annexation to the city.
5. The applicant's initial zoning request is for R-1, Residence Zone complies with the Comprehensive Plan.

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

THE INITIAL ZONING OF R-1 RESIDENCE ZONE FOR PROPERTY SOUTH OF AND ADJACENT TO W. 17TH SOUTH (MILL ROAD), EAST OF IRONWOOD DRIVE

WHEREAS, the applicant filed an application for annexation, with initial zoning of GC-1 General Commercial Zoning on March 27, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 9, 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 0.211 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The Zoning in this area includes R-1 and A-1, Agricultural within the County and has been developed with single family residential and agricultural uses.
4. The 2013 Comprehensive Plan Future Land Use Map designates this area as Low Density.
5. This is a category "A" annexation in which the property owner is requesting annexation to the city.
6. The applicant's initial request is for R-1, complies with the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 Residence Zone 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 TRUMBLEE ACRES, DIVISION NO. 1, LOCATED SOUTH OF AND ADJACENT TO W. 17TH SOUTH (MILL ROAD), EAST OF IRONWOOD DRIVE

WHEREAS, the applicant filed an application for final plat on March 27, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 9, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.845 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The initial zoning for this property is proposed to be R-1, Residence Zone.
4. The subdivision includes two lots which meet the minimum requirements of the R-1 Zone.
5. All of the lots have frontage onto W. 17th South (Mill Road), but will need to utilize shared access as identified on the plat. As part of a previous annexation agreement the developer will be required to improve the south half of Mill Road for the extent of their frontage.
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 City Council of the City of Idaho Falls approved the plat for Trumblee Acres, Division No. 1.

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-081-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended
DATE: July 2, 2015

Attached is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards for a Medical Office, Lot 10, Block 13, St. Clair Estates Division No. 13, 4th Amended. The Planning and Zoning Commission considered this item at its June 2, 2015 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Site Plan
Draft Planning Commission Minutes, June 2, 2015
Staff Report, June 2, 2015
Reasoned Statement of Relevant Criteria and Standards

cc: Kathy Hampton
File

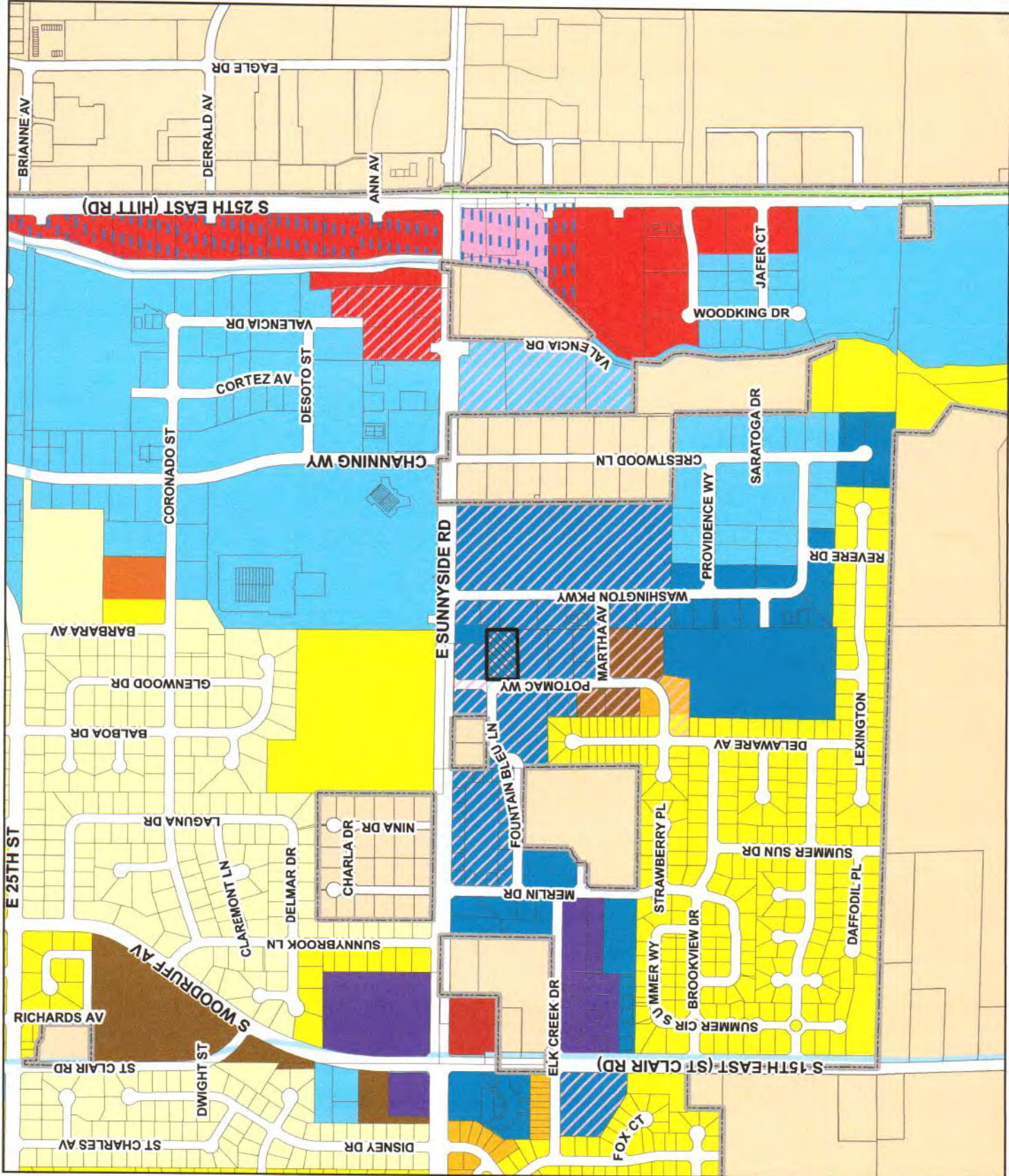


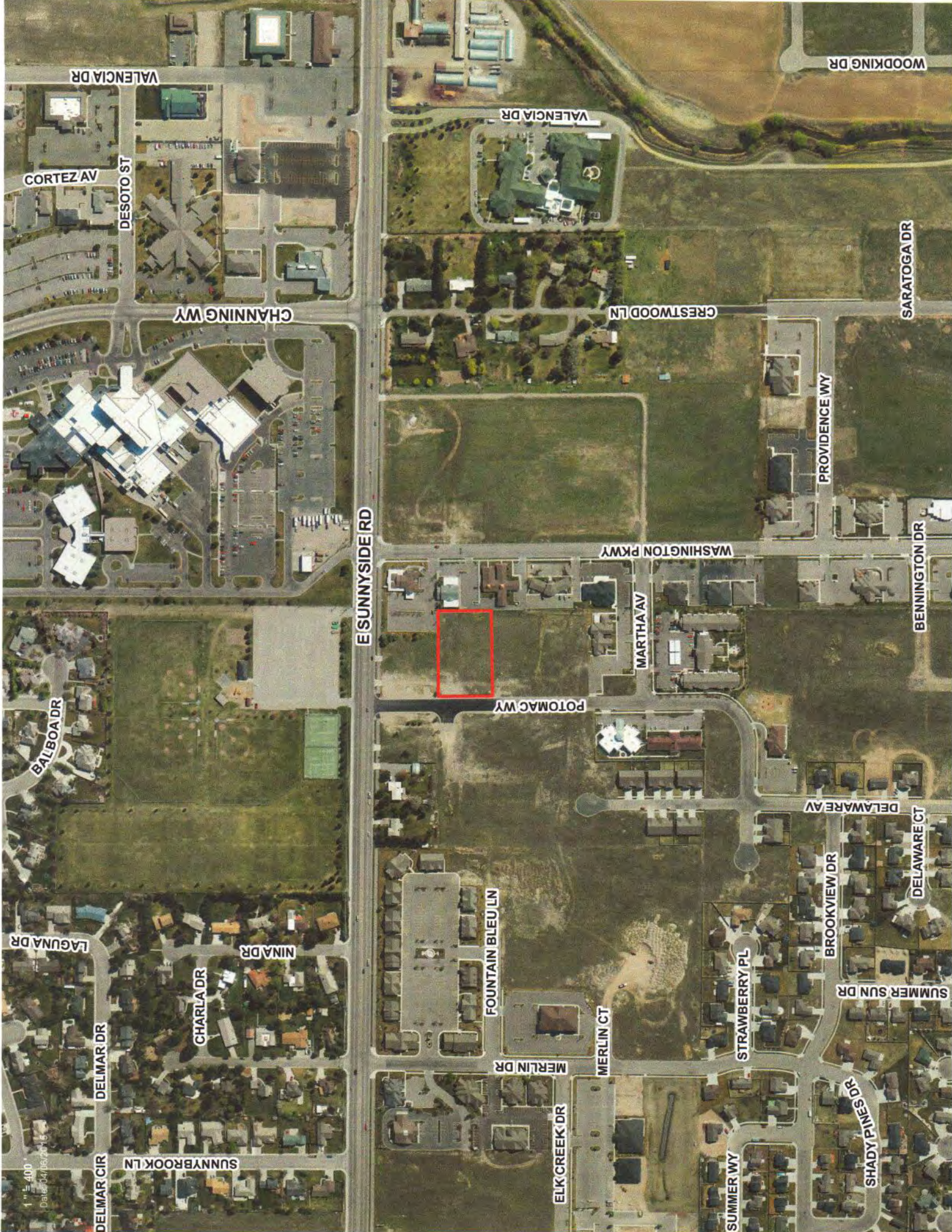
Legend

- 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



Date: 04/06/2015





VALENCIA DR

CORTEZ AV

DESOTO ST

CHANNING WY

VALENCIA DR

CRESTWOOD LN

WOODKING DR

SARATOGA DR

PROVIDENCE WY

E SUNNYSIDE RD

WASHINGTON PKWY

MARTHA AV

BENNINGTON DR

BALBOA DR

POTOMAC WY

DELAWARE AV

LAGUNA DR

NINA DR

CHARLA DR

FOUNTAIN BLEU LN

DELAWARE CT

DELMAR DR

SUNNYBROOK LN

MERLIN DR

MERLIN CT

STRAWBERRY PL

BROOKVIEW DR

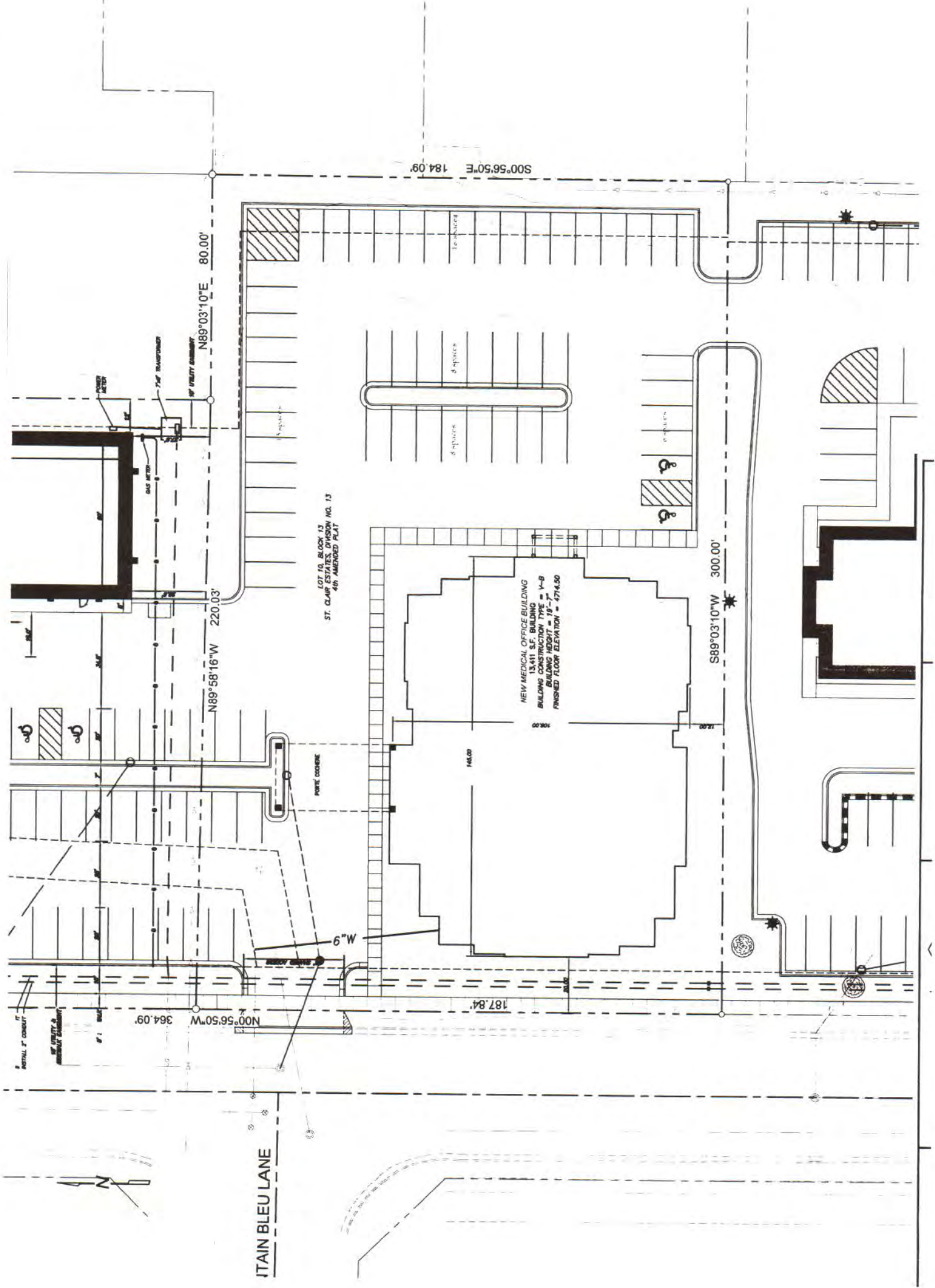
SUMMER SUN DR

DELMAR CIR

ELK CREEK DR

SUMMER WY

SHADY PINES DR



500°56'50"E 184.09'

N89°03'10"E 80.00'

N89°58'16"W 220.03'

S89°03'10"W 300.00'

LOT 15, BLOCK 13
ST. CLAIR STREET
DESIGN NO. 13
4th AVENUE PLAT

NEW MEDICAL OFFICE BUILDING
13,411 S.F. BUILDING
BUILDING CONSTRUCTION TYPE = 4-8
BUILDING HEIGHT = 18' - 0"
FINISHED FLOOR ELEVATION = 4714.50

STAIN BLEU LANE

187.84'

N00°56'50"W 364.09'

PORT COCHERE

8' W

GAS METER

WATER METER

8" METALLIC CONDUIT
8" METALLIC CONDUIT

Hislap stated that the entrance is large enough for two vehicles. Dixon stated that the plan on the parking will be an improvement. Dixon believes there needs to be something more on the drop off area besides striping. Swaney stated that it is not mentioned in the Relevant Standards and Criteria, but it would seem that it would be worthwhile to see if there is some other coordinated approach with the neighbors to alleviate the continued problem with parking. Dixon stated that the west part of 4th street still has parking on the north side, then there will still be one travel lane, and an official drop off which means cars will queue up and as soon as there are more than the amount of cars that can fit into the drop off area, you will have the street blocked. Dixon stated it might help if the parking was eliminated from the western half of the north side of the street and instead that area was identified as the queuing area so a few more cars can be accommodated.

Dixon moved to approve the Conditional Use Permit regarding site improvements to increase the number of parking stalls and add a drop off area to Emerson High School, as presented, with the exception of a change that the striped drop off area on 5th Street be changed to an island where there is a physical separation from the travel lanes with some type of curbing or other physical barrier. Josephson seconded the motion and it passed unanimously.

2. Planned Unit Development: Lot 10, Block 13, St. Clair Estates, Division No. 13, 4th

Amended. McLane presented the staff report, a part of the record. Wimborne asked about the access for emergency response vehicles. McLane stated that concern has been addressed. McLane stated there was a porte-cochere that was extended out to where emergency vehicles would have to drive underneath that to access the parking lot. Since the staff report was written they have reduced the size to allow a drive isle outside of that covered area. Cosgrove asked about the building being closer to the road with parking in the back, if that will look odd when the area is all built out with parking in front except this building. McLane said it is hard to say how the undeveloped area will build out. McLane stated that it meets the shared access requirements. Swaney pointed out that the area in Washington Parkway There is a wide variety of parking arrangements in the area. Dixon stated that this area was originally arranged and envisioned to have parking in the back of the building so you did not see the cars, and instead saw the buildings and landscaping. Wyatt asked if the property to the South had additional access. McLane stated that there is cross access to the south and all of the properties will have access to each other through the parking lots.

Applicant:

Ryan Loftus, 10727 North Yellowstone Hwy., Idaho Falls, Idaho. Applicant Loftus stated that Dr. Ward, to the south of the applicant, does have his own access on to Potomac, however he will probably end up sharing with lot 4.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Dixon moved to recommend to the Mayor and City Council approval of the Planned Unit Development, Lot 10, Block 13, St. Clair Estates, Division No. 13, 4th Amended, as presented, Cosgrove seconded the motion and it passed unanimously.

3. Annexation with Initial Zoning of R-1 and Final Plat: Trumbee Acres, Division No. 1.

Beutler presented the staff report, a part of the record. Swaney asked if the access on the eastern parcel will be abandoned. Beutler stated that the eastern access point will go away at the time of the road improvements. Dixon stated that the annexation portion that would be on the western lot comes close the existing structure that is remaining in the County. Beutler stated that the ownership runs immediately adjacent to the structure, so it does not meet setback requirements. The property that the barn is located on is within the county, and under separate ownership. If the property is annexed into the city in the future, they will become nonconforming when they were annexed into the city and would be allowed to continue as they exist.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Applicant Jolley stated that the reason for the plat is the property owner is asking to build a garage. The reason for the two separate lots is for future planning. There are no plans for the second parcel. Dixon asked what the access to the existing structures that would remain in the County. Jolley stated that the access would come off of a different portion of the property. There is a third access to the property and that access would be for the County parcel.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Wimborne moved to recommend to the Mayor and City Council annexation with initial zoning of R-1 and approval of a final plat for property located south of and adjacent to West 17th South east of Ironwood Drive, Denney seconded the motion and it passed unanimously.

4. Annexation with Initial Zoning of HC-1 and Final Plat: North Holmes Business Rout, Division No. 1. Beutler presented the staff report, a part of the record.

Applicant did not want to address the Board.

No one appeared in support or opposition to application.

Morrison closed the public hearing.

Dixon raised a concern of not leaving access to the property behind the parcels onto North Holmes, however there are other possible inlets that can access the property.

Dixon moved to recommend to the Mayor and City Council annexation with initial zoning of HC-1 and approval of the final plat for North Holmes Business Route Subdivision, Division No. 1, as presented, including shared access, Wimborne seconded the motion, and it passed unanimously.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
St. Clair Estates, Division No. 13, 4th Amended
Planned Unit Development for a Medical Office at Lot 10, Block
13, St. Clair Estates, Division No. 13
June 2, 2015



Planning and
Building Division

Applicant: Aspen
Engineering

Location: Generally located
south of Sunnyside Road,
north of Martha, east and
adjacent to Potomac Way,
west of Washington
Parkway.

Size: Approx. 1.276 acres

Existing Zoning:

Site: PB/ PUD
North: PB/ PUD
South: PB/ PUD
East: PB/ PUD
West: PB/ PUD

Existing Land Use:

Site: Vacant
North: Medical Office
South: Medical Office
East: Medical Office
West: Medical Office

Future Land Use Map:

Medical Services Center

Attachments:

1. PB Zone Information
2. PUD Requirements
3. Maps and aerial photos
4. Site Plan
5. Elevation Drawing

Requested Action: To make a recommendation to the
Mayor and City Council for a Planned Unit Development for
a medical office.

History: St. Clair Estates, Division No. 13 was platted in
2008. The original plat was recommended for approval by
the Planning Commission. The lot is currently zoned P-B,
Professional Business, but includes a PUD designation as
well. The PUD in this vicinity was created to address cross
access throughout the development and create a reduced
setback. There has been modifications to the PUD
ordinance since the time of the original PUD overlay, but the
standards of the original PUD will apply to this application.

Staff Comments:

This project changes the building location from the rear of
the property to the front of the property with the parking
located on the side and rear of the building. With this shift
in building placement it still will maintain the required cross
access agreement and continuous vehicular circulation as
intended by the original PUD overlay. They propose to
remove the current access from the south and move it to the
western end of the south property line. Additionally, the
intent is to have a shared parking agreement with the
property to the north to meet the parking requirement. These
agreements must be in place prior to staff approval of the
project.

The proposed project meets the required setback
requirements and building height requirements. It also has
22.33% of the lot as landscaping which meets the required
20%.

One item of concern is the porte' cochere on the north end of
the property and whether the height of it will allow for
access of emergency response vehicle. This concern will be
addressed through the review process.

The objectives of the P-B Zone are to:

The objective in establishing the P-B Professional-Business Office Zone is to provide for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings.

Planned Unit Developments (PUD)

1. Objectives: The objectives of permitting Planned Unit Developments are:

- a) To promote flexibility in design and permit diversification in the location of structures.
- b) To promote efficient use of land with a more economic arrangement of buildings, circulation systems, land use, and utilities.
- c) To provide for more useable and suitably located recreation facilities and other public and common facilities than would otherwise be provided under conventional land development procedures.

Planned Unit Development: A Planned Unit Development may be permitted as a conditional use within any zone, except the R-P Zone, subject to the provisions of this section and all other applicable laws or ordinances.

| REQUIREMENTS | Staff Review |
|---|--|
| All regulations and the uses permitted shall be the same as those of the particular zone proposed for the development, except as otherwise provided in this section. | X |
| Minimum Lot Size and Setback Requirements. i) Setback shall be no less than fifteen (15) feet. ii) Buildings shall not be less than twenty-five (25) feet apart in the rear yard. iii) Buildings shall not be less than twelve (12) feet apart in the side yard. iv) Buildings shall not be erected to a height greater than two (2) stories. | X |
| Common Open Space. Not less than twenty (20) percent of the gross area of a residential PUD shall be designated and maintained as common open space for the recreational and/or common use of the occupants. All areas not covered by buildings, parking spaces, sidewalks or driveways shall be planted into lawn, trees and shrubs, and otherwise landscaped and maintained in accordance with good landscape practice. | X P-B Zone requires the same 20% landscaping. |
| Parking Space. The required front yard and side yard which faces on a public street shall not be used for parking space but shall be landscaped and maintained, except for permitted driveways. | X |

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPEMENT FOR A MEDICAL OFFICE BUILDING LOCATED AT LOT 10, BLOCK 13, ST. CLAIR ESTATES, DIVISION 13, 4th AMENDED.

WHEREAS, the applicant filed an application for a Planned Unit Development on April 8, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on June 2, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 9, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 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 located south of Sunnyside Road, north of Martha, east and adjacent to Potomac Way, west of Washington Parkway.
3. The property is zoned PB with a PUD overlay; with the adjacent properties also being zoned the same.
4. The predominant use in the vicinity of the property is medical offices.
5. The PUD will be approved under the requirements of the ordinances when the PUD was established.
6. The project will maintain the cross access requirements of the PUD.
7. The property will be required to have a shared parking requirement to meet the required number of parking stalls.
8. The project meets the other requirements of the PUD ordinance in relation to use, setbacks, and landscaping.

9. The height of porte' cochere on the north end of the property, and whether it will allow for access of emergency response vehicles, will be addressed through the site plan review process.
10. The Planning and Zoning Commission made a recommendation to approve the Planned Unit Development as presented on June 2, 2015.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Idaho Falls City Council approves/approves with conditions/denies, the proposed Planned Unit Development for a medical office building located at lot 10, block 13, St. Clair Estates, Division 13, 4TH Amended.

APPROVED BY THE IDAHO FALLS CITY COUNCIL

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper